

# **Exhibit A**

[Home](#) » [Domain Names](#) » What is the domain recovery period and how can I restore my domain names?

# What is the domain recovery period and how can I restore my domain names?

This article tells you what the domain recovery period is, and how to reactivate domain names within this period.

## What is the domain recovery period?

When a domain name expires, there is a grace period of 14-16 days where the domain can be renewed via your Control Panel without any additional charges. However, after day 16, you will need to [contact our Support team](#) for renewals.

After this 14-16 day grace period, an expired domain name may enter the domain recovery or redemption period, which can last up to 75 days post-expiry. During this time, a fee of **£75 + 1 year renewal fee + VAT** will be needed to recover the domain to your 123 Reg account.

You can find more information about each stage of the grace period for most TLDs (i.e. .com, .net, .org, etc) by reading the table below.

Days after domain expiration	What happens and what you can do
+3 days	We'll try to auto-renew your domain, or you can manually renew it at the standard renewal price.
+5 days	The nameservers will change and your domain will be parked, which means that any service associated with your domain (i.e. email, website) will stop working. However, you can still manually renew your domain at the standard renewal price.
+8 days	We'll try to auto-renew your domain, or you can manually renew it at the standard renewal price.
+13 days	We'll try to auto-renew your domain, or you can manually renew it at the standard renewal price.
+16 days	Your domain will be auctioned. However, we can still manually renew it at the standard renewal price on your behalf.
+30-41 days	Domain is not recoverable. This timeframe is reserved for auction bids and backorders.

+42 days	If no closeout auction bids or backorders are placed, then the domain may be recoverable. However, a redemption fee must be paid on top of the standard renewal fee.
+44 days	The domain enters the registry redemption phase, with its WHOIS status showing as 'Redemption period'. Although the domain can be redeemed, a redemption fee will be necessary.
+75 days	The domain enters the 'Pending delete' state and we cannot recover it for the customer.
+80 days	The domain is deleted and becomes available on the market.

## Recovering my domain

After day 16, you will need to [contact our Support team](#) to renew your domain.

To attempt a manual recovery of your domain name, please confirm the domain name with our Support team and that they can charge the **£75 recovery fee + 1 year renewal fee + VAT**, upon the successful recovery of your domain name.

**Please note:** the recovery fee may vary depending on your domain name's extension. [Click here for more information.](#)

## Renewing your domain in advance of expiry!

123 Reg recommend that you renew your domain names ahead of their expiry date through your Control Panel, as described [here](#).

All domain names are set to auto renew by default, where 123 Reg are able to take payment for your domains. We suggest you [keep your payment details up-to-date](#) to ensure automatic domain renewal.

Remember, you can renew most domains for up to 10 years to help ensure you do not incur downtime or additional costs for your domain, site and email. This is a great way to secure your domain name as a committed business asset as well as save on inflation price changes moving forward.

## Other domains:

For .at domains, click [here](#).

For .eu domains, click [here](#).

## Related Support Material:

1. [How do I use the Recovery Console for my VPS?](#)
2. [How do I add a recovery email address?](#)
3. [How do I restore my files from the 'Restore' folder?](#)
4. [How do I restore my website using Daily Backups?](#)
5. [How do I restore my hosting account using Daily Backups?](#)
6. [How do I backup or restore my site in Website Builder?](#)

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123 Reg is a company registered in England and Wales with company number 05306504. Our VAT number is 927 1292 22.

The address of our registered office is: The Shipping Building, Old Vinyl Factory, 252-254 Blyth Road, Hayes, Middlesex, UB3 1HA

# **Exhibit B**

Help Center ▾

[Domains](#)[GoDaddy Auctions®](#)

# GoDaddy Help



## Listing types for GoDaddy Auctions®

GoDaddy Auctions® offers multiple listing types for buying domains. All prices on [GoDaddy Auctions® listings](#) are shown in USD, regardless of the currency you'll be paying in.

Select an option to see more details on our different listing types:

Offer-style auctions: Negotiate the domain price or buy it now

- [Offer/Counter-Offer](#)
- [Offer/Counter-Offer with Buy Now](#)

Bid-style auctions: Compete with other buyers to place the highest bid or buy it now

- [Value Priced Auctions](#)
- [Expired Auctions](#)
- [Expired Closeout Domains](#)

### Offer/Counter-Offer

Like the domain, but hoping to negotiate on the price? Or not sure what you should list as the asking price? An Offer/Counter-offer listing might be the ideal option for you. This type of listings allow buyers to submit any amount for an offer on a domain—as low as the minimum offer amount.

When an offer is submitted, there are a few options available for a response.

- **Accept:** Accept the current offer or counter-offer for the domain. Once an offer is accepted, the sale is closed and the offer is considered binding, and must be completed.
- **Counter:** Respond to a current offer or counter-offer with another counter to negotiate the price of the domain. The buyer at this point can accept the counter, submit a response to the counter-offer or take no action.
- **Take no action:** The offer or counter-offer will expire after 7 days of being submitted if no action is taken.

There is no obligation for a seller to accept an offer, but if an offer is accepted, the sale is closed, and the offer is considered binding. The highest offer doesn't necessarily mean that buyer has won the domain—the seller must first accept the offer to conclude the sale.

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## Offer/Counter-Offer with Buy Now

The same as an Offer/Counter-offer auction, but with the additional option to secure the domain through Buy Now. In an Offer/Counter-offer with Buy Now listing, a sale concludes when the seller accepts an offer, the buyer accepts a counter-offer or the buyer accepts the Buy Now price.

There is no obligation for either party to accept an offer, but if it is accepted, the sale is closed, and it's considered binding. Any offers or counter-offers accepted within seven days conclude the sale and must be completed. If they aren't accepted within seven days, then they expire. The highest offer doesn't necessarily mean that buyer has won the domain—the seller must first accept the offer to conclude the sale.

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## Value Priced Auctions

GoDaddy will occasionally list domains for auction when the previous domain owner no longer owns the domain. These domains are listed in a traditional bid-style auction, where potential buyers try to out-bid each other. The initial listing price is determined by GoDaddy's valuation process, and are listed for a 15-day time frame. The buyer with the highest bid at the end of the auction is the winner.

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## Expired Auctions

Domains that simply expire are automatically entered into auction 26 days after expiration. You can [bid on any expiring domain](#) listed through GoDaddy Auctions®. Expired auctions last for 10 days, after which domains without bids are moved to Expired Domains Closeout. The current registrant can re-claim the domain up to 30 days after expiration. Once a bid is placed, the registrant can no longer renew the domain in their account.

It's possible to place a bid on your own expired domain after it's listed in Expired Auctions. However, we recommend [renewing your expired domain](#), if it's available in your account, to avoid delays in [receiving the domain](#).

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## Expired Closeout Domains

These are domains with Buy Now prices as low as \$5.00 USD. The GoDaddy Auctions® Expired Domains Closeout is a Buy Now option for expired auctions that have ended. A closeout begins after the 10-day Expired Auction has ended and lasts 5 days. It's the last chance to capture expired domains for just the closeout fee plus renewal or transfer fee, before we return the expired domain to the registry. A closeout functions as a reverse auction where the price decreases daily. Any auction of an expired domain that doesn't receive a bid enters the closeout process.

## Related steps

- Learn more on how to verify [your GoDaddy bidder account](#).
- Curious to know what happens when an auction ends? Visit this [page](#) to learn more.

## More info

- Check out our [Domain Broker Service](#) for a different option to acquire a domain that's already registered but not listed for sale.
- GoDaddy doesn't send any tax documents pertaining to the purchase or sale of domains through GoDaddy Auctions® or [List for Sale](#), such as 1099 forms. All earnings must be self-reported by the seller. GoDaddy is not able to offer legal or tax advice, and we recommend reviewing your specific situation with a tax professional.

## Share this article



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[Do not sell my personal information](#)

# **Exhibit C**

# Domain Report - Calor.com

Domain Name **Calor.com**

Prepared On **July 19, 2024**



Website Screenshot taken 10/28/2012

## About This Report

This report documents a thorough analysis of the Internet domain name "**Calor.com**". It draws on the extensive DomainTools dataset and aims to deliver a comprehensive view of the domain's ownership profile, key historical events and technically linked domain names.

All data in this Report is, or was, freely available through standard Internet DNS and query protocols. DomainTools has not altered the data in any way from its original form, except in certain instances to format it for readability in this Report.

Data from DomainTools is presented as-is, and as captured from the original source. We make no representations or warranties of fitness of any kind.

## About DomainTools

For over 20 years, DomainTools has been the most popular domain research service on the internet because we have the most comprehensive coverage of generic and country code Top Level Domains. We have also collected and stored Whois and related hosting/DNS data to provide the most complete historical records in the industry.

DomainTools helps our users turn threat data into threat intelligence. We can help you connect indicators from your network, including domains and IPs, with others among the nearly 380 million active domains we track, leveraging over 13 billion DNS-related data points to build a map of "who's doing what" on the Internet. Fortune 100 companies, global government agencies, and leading security solution vendors use DomainTools as a critical ingredient in their threat investigation and mitigation work.

Reach us at [memberservices@domaintools.com](mailto:memberservices@domaintools.com) if you have any questions about this report.

## Whois Record on Mar 31, 2024

Domain Name: calor.com  
Registry Domain ID: 11562\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.123-reg.co.uk  
Registrar URL: <https://www.123-reg.co.uk>  
Updated Date: 2024-03-26T02:00:10Z  
Creation Date: 1996-02-24T00:00:00Z  
Registrar Registration Expiration Date: 2024-02-25T00:00:00Z  
Registrar: 123-Reg Limited  
Registrar IANA ID: 1515  
Registrar Abuse Contact Email: [abuse@123-reg.co.uk](mailto:abuse@123-reg.co.uk)  
Registrar Abuse Contact Phone: +1.8779770099  
Domain Status: clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>  
Domain Status: clientUpdateProhibited <https://icann.org/epp#clientUpdateProhibited>  
Domain Status: clientRenewProhibited <https://icann.org/epp#clientRenewProhibited>  
Domain Status: clientDeleteProhibited <https://icann.org/epp#clientDeleteProhibited>  
Registrant Organization: Afternic, LLC - On Behalf of Domain Owner  
Registrant State/Province: DE  
Registrant Country: US  
Registrant Email: <https://webform.meshdigital.com>  
Admin Email: <https://webform.meshdigital.com>  
Tech Email: <https://webform.meshdigital.com>  
Name Server: NS39.DOMAINCONTROL.COM  
Name Server: NS40.DOMAINCONTROL.COM  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>  
For more information on Whois status codes, please visit <https://icann.org/epp>



Screenshot taken Oct 28, 2012

# **Exhibit D**



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

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## Winning Bid for calor.com

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GoDaddy <auctions@godaddy.com>  
To: niklas.thorin@crisby.se

4 April 2024 at 17:39



24/7 Support: +1 (480) 505-8855

Niklas Thorin — Customer Number:41750938

# You have placed the high bid

This message is to notify you that the winning bidder of **Item Number 548251391**, **calor.com**, did not complete this transaction. You had the second highest bid of **11,405.00** and now this domain auction has been moved to the "Won" section of your GoDaddy Auctions account. You must complete the purchase of the **calor.com** within 24 hours of this notification or the domain may be offered to others for purchase.

If you are still interested in registering this domain name, please [log in to your account](#) and complete purchase for the domain.

If you had **calor.com** on backorder and did not actively bid on this domain, please disregard the instructions above.

If you have any questions, contact Customer Support:

- [Online Support](#)
- Email: [auctions@godaddy.com](mailto:auctions@godaddy.com)
- 24/7 Support by Phone: +1 (480) 505-8855

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6253387759

# **Exhibit E**



Niklas Thorin <niklas.thorin@crisby.se>

Niklas Thorin, thank you for your order.

GoDaddy <donotreply@godaddy.com>  
To: niklas.thorin@crisby.se

5 April 2024 at 20:19



Need help? [Contact us.](#)  
Customer Number: 41750938

# Thanks for your order, Niklas.

Here's your confirmation for order number 2987847541. Review your receipt and get started using your products.

Go to My Products →

## Order Number: 2987847541

Product	Quantity	Term	Price
Auctions Expired Domain calor.com	1 Unit	1 Unit	\$11,405.00
.COM Domain Renewal	1 Unit	1 Year	\$22.17
Subtotal:			\$11,427.17
Tax:			\$0.00
Total:			\$11,427.17

[View Full Receipt →](#)

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NOTE: Your purchase includes enrollment in our automatic renewal service. This message confirms that during the checkout process, you agreed to [GoDaddy's Universal Terms of Service Agreement](#), [Privacy Policy](#) and [all other agreements applicable to your purchase](#). You can obtain a list of all agreements and policies to which you agreed by contacting GoDaddy customer service and visiting the [GoDaddy Legal Agreements and Policies page](#). Your use of the purchased products is governed by the terms of these agreements and policies. If you wish to cancel your purchase, please learn more about our [Refund Policy](#). This message also confirms that during the checkout process, you agreed to enroll your products in our automatic renewal service. This keeps your products up and running, automatically charging then-current renewal fees to your payment method on file, with no further action on your part. If you do not wish to continue using our automatic renewal service, you can cancel by visiting the [Renewals and Billing page](#) in your account. If you selected an installment payment option during checkout, the option applies to a product's current term only and you will pay the then-current full amount upon automatic renewal. You may, however, select an additional installment payment option, if available, for a product by visiting the [Renewals and Billing page](#) in your account and manually renewing a product.

**Enjoy 25%\* off new products when you order now.**

Use promo code **ORDERNOW4** in your cart when you order.

[Start Shopping →](#)

## Activate your products today.

You have new products or services in your account waiting to be activated. You've paid for them – now put them to work.

**Get Started →**



Domains



Websites



Hosting



Email

[Set my Support PIN](#)

[\\*See offer terms, conditions and legal policies.](#)

Prices are current as of 4/5/2024 and may be changed without notice.

Please do not reply to this email. Emails sent to this address will not be answered.

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6254808714

# **Exhibit F**



Encuentra el Calor del Amor.

Envía un correo a [beta@calor.com](mailto:beta@calor.com) para acceder antes.

# **Exhibit G**



**Encuentra el Calor del Amor.**

Envía un correo a [beta@calor.com](mailto:beta@calor.com) para acceder antes.

Propiedad y gestión de Crisby Studio AB, empresa registrada en Suecia con ID de VAT/NIF SE556880889201.

# **Exhibit H**

# 8086 Consultancy

- [Home](#)
- [Browse](#)
- [Random](#)
- [FAQ](#)
- [Stats](#)
- [Reports](#)
- [Discord](#)
- [Contact](#)

No 1

## Domain Name System (DNS) Historical Record Archive.

With our new look website you can now find other domains hosted on the same IP address, your website neighbours and more even quicker than before.

Please be patient as the site returns from a long absence. If you have any problems please head over to our [discord](#) and let us know.



[prev](#)

[next](#)

## DNS Records

Domain: [calor.com](#).

Added: 2009-12-10

Last updated: 2024-08-13

What points here by: [CNAME](#) / [NS](#) / [MX](#) / [PTR](#)

View: [SubDomains](#) / [Check DNS Propagation](#) / [Dig](#).

### SOA - ([history:63](#))

2024-04-10 -> 2024-08-13

MName: pns41.cloudns.net

Serial: 2024040817

Refresh: 7200

Retry: 1800

Expire: 3600

### NS - ([history:22](#))

2024-04-10 -> 2024-08-13 [pns42.cloudns.net](#)

2024-04-10 -> 2024-08-13 [pns41.cloudns.net](#)

2024-04-10 -> 2024-08-13 [pns44.cloudns.net](#)

2024-04-10 -> 2024-08-13 [pns43.cloudns.net](#)

### MX - ([history:8](#))

2024-04-10 -> 2024-08-13 **10** -> [aspmx1.migadu.com](https://aspmx1.migadu.com)

2024-04-10 -> 2024-08-13 **20** -> [aspmx2.migadu.com](https://aspmx2.migadu.com)

## A - ([history:4](#))

2024-04-10 -> 2024-08-13 [162.159.152.19](#)

## AAAA

## CNAME

## PTR

## TXT

2024-04-10 -> 2024-08-13 "hosted-email-verify=mvd1bvb4"

2024-04-10 -> 2024-08-13 "v=spf1 include:spf.migadu.com -all"

[prev](#)

[next](#)

## Domain Search

[Donate](#)

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[DNS History](#)

# **Exhibit I**



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

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**calor.com**

---

**Michael C Lefebvre** <mlefebvre@godaddy.com>  
To: "niklas.thorin@crisby.se" <niklas.thorin@crisby.se>

29 May 2024 at 21:03

Hi Niklas,

My name is Mike Lefebvre. I'm a Sales manager with GoDaddy, the world's leading source for buying, parking, and selling premium domain names.

We recently had a client request our assistance in potentially acquiring the above referenced domain which appears to be owned/ registered to you. If you would please confirm that you are still the registrant of this domain, and whether you would be open to discussing the sale of the domain, I would greatly appreciate it.

If you are open to selling the domain, can you please provide me with a ballpark figure that you would be willing to consider selling for?

Thanks in advance and I look forward to your response. You can reach me at either the phone or email info below.

---

**Michael Lefebvre | Sales Manager - Aftermarket**

**p.** (602) 975-9239 | **e.** [mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)

# **Exhibit J**

----- Forwarded message -----

From: **Niklas Thorin** <[niklas@crisby.co](mailto:niklas@crisby.co)>

Date: Wed, 29 May 2024 at 21:36

Subject: Re: [calor.com](https://calor.com)

To: Michael C Lefebvre <[mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)>

Hi Michael,

Thanks for reaching out!

We're currently launching a project on Calor.com in Q1-2025, and the domain has been specifically purchased for that purpose. In order for us to consider another domain for the project, the offer would need to be in the high six-figure range.

BR/Nick

On Wed, 29 May 2024, 21:03 Michael C Lefebvre, <[mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)> wrote:

Hi Niklas,

My name is Mike Lefebvre. I'm a Sales manager with GoDaddy, the world's leading source for buying, parking, and selling premium domain names.

We recently had a client request our assistance in potentially acquiring the above referenced domain which appears to be owned/ registered to you. If you would please confirm that you are still the registrant of this domain, and whether you would be open to discussing the sale of the domain, I would greatly appreciate it.

If you are open to selling the domain, can you please provide me with a ballpark figure that you would be willing to consider selling for?

Thanks in advance and I look forward to your response. You can reach me at either the phone or email info below.

---

**Michael Lefebvre | Sales Manager - Aftermarket**

**p.** (602) 975-9239 | **e.** [mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)

# **Exhibit K**



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

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## Regarding the domain name calor.com

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ceoteam@godaddy.com <ceoteam@godaddy.com>  
To: "niklas.thorin@crisby.se" <niklas.thorin@crisby.se>

4 June 2024 at 22:58

Dear Niklas Thorin,

Due to an unexpected error, the domain [calor.com](https://calor.com) should not have been available for your purchase. To correct this error, we have removed the domain from your account and are taking proactive steps to prevent this error from happening again in the future.

We have refunded your original purchase and have added a \$350 in-store credit to your account for the inconvenience. Please accept our sincere apologies for any confusion this issue may have caused. If you have concerns about this error, please contact our office directly and we will be happy to answer any questions you may have.

Thank you for your understanding and for choosing GoDaddy.

Best regards,

**The Office of the CEO | GoDaddy**  
**CEOTeam@GoDaddy.com**

This email message and any attachments hereto is intended for use only by the addressee(s) named herein. If you have received this email in error, please immediately notify the sender and permanently delete the original and any copy of this message and its attachments.

# **Exhibit L**



# JJN SOLUTIONS

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JJN Solutions, LLC

9445 Brenner Ct.,

Vienna, VA 22180

◆ +1.202.549.5079

◆ [www.jjnsolutions.com](http://www.jjnsolutions.com)

◆ [Jeff@jjnsolutions.com](mailto:Jeff@jjnsolutions.com)

June 17, 2024

**VIA E-MAIL**

GoDaddy, Inc,

100 S. Mill Ave.

Suite 1600

Tempe, AZ 85281

AuctionDisputes@GoDaddy.com

**Re: Reclamation of Calor.com**

Dear GoDaddy,

I am writing to you on behalf of my client, Niklas Thorin, CEO and Producer of Crisby AB, GoDaddy Account No. 41750938 regarding your reclamation of the domain name <**Calor.com**> on June 4, 2024, **two months** after he won, paid for, and became the rightful owner of the domain name. As you are no doubt aware, my client successfully won the auction for this <**Calor.com**> on April 4, 2024 (*See Annex 1*), and on the very next day complied with all the necessary requirements to complete the purchase (*See Annex 2*).

Shortly after the domain name was placed into his account on April 5, 2025, my client activated e-mail accounts associated with the domain name and commenced the development of his business venture entered around <**Calor.com**>. Although the website was still in its developmental stage, significant time and resources were invested in the project, which had an estimated launch date in Q1-2025.

This situation was brought to the attention of your sales manager, Mike Lefebvre (mlefebvre@godaddy.com), when he reached out on behalf of an unnamed client on May 29, 2024 (*See Annex 3*). In that e-mail, Mr. Lefebvre specifically acknowledged my client's ownership of <**Calor.com**> and inquired whether the domain name was for sale. My client responded on the same day formally notifying GoDaddy that a project was being launched on <**Calor.com**> in Q1-2025 and that the domain name had been specifically purchased for that purpose. *Id.*

Despite fulfilling all obligations and investing significant time, money, and resources into the rightful use of the <**Calor.com**> domain name, my client was informed on June 4, 2024—two months after the auction's completion—that “due to an unexpected error, the domain calor.com should not have been available for your purchase.” Without any prior warning or notice, GoDaddy improperly removed the domain from my client's account, stating it would refund the original purchase price. *See Annex 4.*



## JJN SOLUTIONS

We firmly believe that GoDaddy owes my client a thorough explanation regarding the “unexpected error,” which was not discovered or communicated until two months post-auction. Without a satisfactory explanation, it appears that the domain name was taken back without any valid justification or prior notice. Additionally, merely refunding the purchase price does not adequately compensate my client for the significant time, money, and resources already invested in the development of the <**Calor.com**> business.

This action constitutes a breach of the auction agreement and raises serious concerns about the integrity of your auction process and the protection of bidders' rights.

In light of the above, we formally request the following actions:

1. Immediate reinstatement of the domain name <**Calor.com**> to my client, ensuring that all rights and privileges associated with the domain name are fully restored.
2. A detailed written explanation for the unjustified reclamation of the domain name.
3. Compensation for any damages incurred due to the breach of contract and the resulting financial and reputational harm.

Failure to comply with these demands within ten (10) business days from the date of this letter will compel us to pursue all available legal remedies, including but not limited to filing a lawsuit for breach of contract, damages, and injunctive relief.

We hope to resolve this matter amicably and expect prompt action from your side. Please direct your response and any correspondence regarding this matter to my attention.

Thank you for your immediate attention to this serious issue.

Sincerely,

  
Jeffrey J. Neuman, Esq.

Founder & CEO  
JJN Solutions, LLC

Enclosures: Annexes

cc: GoDaddy Legal ([legal@godaddy.com](mailto:legal@godaddy.com))  
Office of the CEO ([CEOTeam@GoDaddy.com](mailto:CEOTeam@GoDaddy.com))



**ANNEX 1**  
(Copy of Auction Winning E-mail)



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

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## Winning Bid for calor.com

---

GoDaddy <auctions@godaddy.com>  
To: niklas.thorin@crisby.se

4 April 2024 at 17:39



24/7 Support: +1 (480) 505-8855

Niklas Thorin — Customer Number:41750938

# You have placed the high bid

This message is to notify you that the winning bidder of **Item Number 548251391**, **calor.com**, did not complete this transaction. You had the second highest bid of **11,405.00** and now this domain auction has been moved to the "Won" section of your GoDaddy Auctions account. You must complete the purchase of the **calor.com** within 24 hours of this notification or the domain may be offered to others for purchase.

If you are still interested in registering this domain name, please [log in to your account](#) and complete purchase for the domain.

If you had **calor.com** on backorder and did not actively bid on this domain, please disregard the instructions above.

If you have any questions, contact Customer Support:

- [Online Support](#)
- Email: [auctions@godaddy.com](mailto:auctions@godaddy.com)
- 24/7 Support by Phone: +1 (480) 505-8855

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6253387759



**ANNEX 2**  
(Copy of Order Confirmation)



Niklas Thorin <niklas.thorin@crisby.se>

Niklas Thorin, thank you for your order.

GoDaddy <donotreply@godaddy.com>  
To: niklas.thorin@crisby.se

5 April 2024 at 20:19



Need help? [Contact us.](#)  
Customer Number: 41750938

# Thanks for your order, Niklas.

Here's your confirmation for order number 2987847541. Review your receipt and get started using your products.

Go to My Products →

## Order Number: 2987847541

Product	Quantity	Term	Price
Auctions Expired Domain calor.com	1 Unit	1 Unit	\$11,405.00
.COM Domain Renewal	1 Unit	1 Year	\$22.17
Subtotal:			\$11,427.17
Tax:			\$0.00
Total:			\$11,427.17

[View Full Receipt →](#)

---

NOTE: Your purchase includes enrollment in our automatic renewal service. This message confirms that during the checkout process, you agreed to [GoDaddy's Universal Terms of Service Agreement](#), [Privacy Policy](#) and [all other agreements applicable to your purchase](#). You can obtain a list of all agreements and policies to which you agreed by contacting GoDaddy customer service and visiting the [GoDaddy Legal Agreements and Policies page](#). Your use of the purchased products is governed by the terms of these agreements and policies. If you wish to cancel your purchase, please learn more about our [Refund Policy](#). This message also confirms that during the checkout process, you agreed to enroll your products in our automatic renewal service. This keeps your products up and running, automatically charging then-current renewal fees to your payment method on file, with no further action on your part. If you do not wish to continue using our automatic renewal service, you can cancel by visiting the [Renewals and Billing page](#) in your account. If you selected an installment payment option during checkout, the option applies to a product's current term only and you will pay the then-current full amount upon automatic renewal. You may, however, select an additional installment payment option, if available, for a product by visiting the [Renewals and Billing page](#) in your account and manually renewing a product.

**Enjoy 25%\* off new products when you order now.**

Use promo code **ORDERNOW4** in your cart when you order.

[Start Shopping →](#)

## Activate your products today.

You have new products or services in your account waiting to be activated. You've paid for them – now put them to work.

**Get Started →**



Domains



Websites



Hosting



Email

[Set my Support PIN](#)

[\\*See offer terms, conditions and legal policies.](#)

Prices are current as of 4/5/2024 and may be changed without notice.

Please do not reply to this email. Emails sent to this address will not be answered.

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6254808714



**ANNEX 3**  
(Copy of E-mail Exchange with GoDaddy  
Sales manager)



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

---

**calor.com**

---

**Michael C Lefebvre** <mlefebvre@godaddy.com>  
To: "niklas.thorin@crisby.se" <niklas.thorin@crisby.se>

29 May 2024 at 21:03

Hi Niklas,

My name is Mike Lefebvre. I'm a Sales manager with GoDaddy, the world's leading source for buying, parking, and selling premium domain names.

We recently had a client request our assistance in potentially acquiring the above referenced domain which appears to be owned/ registered to you. If you would please confirm that you are still the registrant of this domain, and whether you would be open to discussing the sale of the domain, I would greatly appreciate it.

If you are open to selling the domain, can you please provide me with a ballpark figure that you would be willing to consider selling for?

Thanks in advance and I look forward to your response. You can reach me at either the phone or email info below.

---

**Michael Lefebvre | Sales Manager - Aftermarket**

**p.** (602) 975-9239 | **e.** [mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)

----- Forwarded message -----

From: **Niklas Thorin** <[niklas@crisby.co](mailto:niklas@crisby.co)>

Date: Wed, 29 May 2024 at 21:36

Subject: Re: [calor.com](https://calor.com)

To: Michael C Lefebvre <[mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)>

Hi Michael,

Thanks for reaching out!

We're currently launching a project on Calor.com in Q1-2025, and the domain has been specifically purchased for that purpose. In order for us to consider another domain for the project, the offer would need to be in the high six-figure range.

BR/Nick

On Wed, 29 May 2024, 21:03 Michael C Lefebvre, <[mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)> wrote:

Hi Niklas,

My name is Mike Lefebvre. I'm a Sales manager with GoDaddy, the world's leading source for buying, parking, and selling premium domain names.

We recently had a client request our assistance in potentially acquiring the above referenced domain which appears to be owned/ registered to you. If you would please confirm that you are still the registrant of this domain, and whether you would be open to discussing the sale of the domain, I would greatly appreciate it.

If you are open to selling the domain, can you please provide me with a ballpark figure that you would be willing to consider selling for?

Thanks in advance and I look forward to your response. You can reach me at either the phone or email info below.

---

**Michael Lefebvre | Sales Manager - Aftermarket**

**p.** (602) 975-9239 | **e.** [mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)



**ANNEX 4**  
(Copy of E-mail from GoDaddy Taking  
Calor.Com)



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

---

## Regarding the domain name calor.com

---

ceoteam@godaddy.com <ceoteam@godaddy.com>  
To: "niklas.thorin@crisby.se" <niklas.thorin@crisby.se>

4 June 2024 at 22:58

Dear Niklas Thorin,

Due to an unexpected error, the domain [calor.com](https://calor.com) should not have been available for your purchase. To correct this error, we have removed the domain from your account and are taking proactive steps to prevent this error from happening again in the future.

We have refunded your original purchase and have added a \$350 in-store credit to your account for the inconvenience. Please accept our sincere apologies for any confusion this issue may have caused. If you have concerns about this error, please contact our office directly and we will be happy to answer any questions you may have.

Thank you for your understanding and for choosing GoDaddy.

Best regards,

**The Office of the CEO | GoDaddy**  
**CEOTeam@GoDaddy.com**

This email message and any attachments hereto is intended for use only by the addressee(s) named herein. If you have received this email in error, please immediately notify the sender and permanently delete the original and any copy of this message and its attachments.

# **Exhibit M**



# JJN SOLUTIONS

---

JJN Solutions, LLC

9445 Brenner Ct.,

Vienna, VA 22180

◆ +1.202.549.5079

◆ [www.jjnsolutions.com](http://www.jjnsolutions.com)

◆ [Jeff@jjnsolutions.com](mailto:Jeff@jjnsolutions.com)

July 17, 2024

**VIA E-MAIL**

GoDaddy, Inc,

100 S. Mill Ave.

Suite 1600

Tempe, AZ 85281

[AuctionDisputes@GoDaddy.com](mailto:AuctionDisputes@GoDaddy.com)

**Re: Reclamation of Calor.com**

Dear GoDaddy,

I am writing to follow up on our letter dated June 17, 2024 ("Letter"), on behalf of my client, Niklas Thorin, CEO and Producer of Crisby AB, GoDaddy Account No. 41750938. The Letter was sent to GoDaddy's CEO Team, Auction Dispute Team, and legal department. To date, we have not received any response regarding the substance of the Letter, nor has the domain name <**calor.com**> been reinstated to Mr. Thorin's account.

As outlined in the Letter, we hoped to resolve this matter amicably. However, this will not be possible without a substantive response explaining why GoDaddy unlawfully repossessed the domain name two months after payment. Mr. Thorin has invested significant time, money, and resources into developing a new business dependent on this domain name.

We continue to believe that GoDaddy's actions constitute a clear breach of the auction agreement, tortious interference with my client's business, and an unfair business practice. Unless Mr. Thorin's domain name is immediately reinstated, along with all associated rights, we will have no choice but to pursue all available legal remedies. This includes, but is not limited to, filing a lawsuit for breach of contract, damages, and injunctive relief.

We are reaching out for this one last time in the hopes of resolving this amicably prior to litigation. Please direct your response and any correspondence regarding this matter to my attention.



## JJN SOLUTIONS

Thank you for your immediate attention to this serious issue.

Sincerely,

Jeffrey J. Neuman, Esq.

Founder & CEO  
JJN Solutions, LLC

Enclosures: Letter dated June 17, 2024 and Annexes

cc: GoDaddy Legal ([legal@godaddy.com](mailto:legal@godaddy.com))  
Office of the CEO ([CEOTeam@GoDaddy.com](mailto:CEOTeam@GoDaddy.com))



**ATTACHMENT 1**  
(Copy of Original Letter)



# JJN SOLUTIONS

---

JJN Solutions, LLC

9445 Brenner Ct.,

Vienna, VA 22180

◆ +1.202.549.5079

◆ [www.jjnsolutions.com](http://www.jjnsolutions.com)

◆ [Jeff@jjnsolutions.com](mailto:Jeff@jjnsolutions.com)

June 17, 2024

**VIA E-MAIL**

GoDaddy, Inc,

100 S. Mill Ave.

Suite 1600

Tempe, AZ 85281

AuctionDisputes@GoDaddy.com

**Re: Reclamation of Calor.com**

Dear GoDaddy,

I am writing to you on behalf of my client, Niklas Thorin, CEO and Producer of Crisby AB, GoDaddy Account No. 41750938 regarding your reclamation of the domain name <**Calor.com**> on June 4, 2024, **two months** after he won, paid for, and became the rightful owner of the domain name. As you are no doubt aware, my client successfully won the auction for this <**Calor.com**> on April 4, 2024 (See *Annex 1*), and on the very next day complied with all the necessary requirements to complete the purchase (See *Annex 2*).

Shortly after the domain name was placed into his account on April 5, 2025, my client activated e-mail accounts associated with the domain name and commenced the development of his business venture entered around <**Calor.com**>. Although the website was still in its developmental stage, significant time and resources were invested in the project, which had an estimated launch date in Q1-2025.

This situation was brought to the attention of your sales manager, Mike Lefebvre (mlefebvre@godaddy.com), when he reached out on behalf of an unnamed client on May 29, 2024 (See *Annex 3*). In that e-mail, Mr. Lefebvre specifically acknowledged my client's ownership of <**Calor.com**> and inquired whether the domain name was for sale. My client responded on the same day formally notifying GoDaddy that a project was being launched on <**Calor.com**> in Q1-2025 and that the domain name had been specifically purchased for that purpose. *Id.*

Despite fulfilling all obligations and investing significant time, money, and resources into the rightful use of the <**Calor.com**> domain name, my client was informed on June 4, 2024—two months after the auction's completion—that “due to an unexpected error, the domain calor.com should not have been available for your purchase.” Without any prior warning or notice, GoDaddy improperly removed the domain from my client's account, stating it would refund the original purchase price. See *Annex 4*.



## JJN SOLUTIONS

We firmly believe that GoDaddy owes my client a thorough explanation regarding the “unexpected error,” which was not discovered or communicated until two months post-auction. Without a satisfactory explanation, it appears that the domain name was taken back without any valid justification or prior notice. Additionally, merely refunding the purchase price does not adequately compensate my client for the significant time, money, and resources already invested in the development of the <Calor.com> business.

This action constitutes a breach of the auction agreement and raises serious concerns about the integrity of your auction process and the protection of bidders' rights.

In light of the above, we formally request the following actions:

1. Immediate reinstatement of the domain name <Calor.com> to my client, ensuring that all rights and privileges associated with the domain name are fully restored.
2. A detailed written explanation for the unjustified reclamation of the domain name.
3. Compensation for any damages incurred due to the breach of contract and the resulting financial and reputational harm.

Failure to comply with these demands within ten (10) business days from the date of this letter will compel us to pursue all available legal remedies, including but not limited to filing a lawsuit for breach of contract, damages, and injunctive relief.

We hope to resolve this matter amicably and expect prompt action from your side. Please direct your response and any correspondence regarding this matter to my attention.

Thank you for your immediate attention to this serious issue.

Sincerely,

*Jeffrey J. Neuman*  
Jeffrey J. Neuman, Esq.

Founder & CEO  
JJN Solutions, LLC

Enclosures: Annexes

cc: GoDaddy Legal ([legal@godaddy.com](mailto:legal@godaddy.com))  
Office of the CEO ([CEOTeam@GoDaddy.com](mailto:CEOTeam@GoDaddy.com))



**ANNEX 1**  
(Copy of Auction Winning E-mail)



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

---

## Winning Bid for calor.com

---

GoDaddy <auctions@godaddy.com>  
To: niklas.thorin@crisby.se

4 April 2024 at 17:39



24/7 Support: +1 (480) 505-8855

Niklas Thorin — Customer Number:41750938

# You have placed the high bid

This message is to notify you that the winning bidder of **Item Number 548251391**, **calor.com**, did not complete this transaction. You had the second highest bid of **11,405.00** and now this domain auction has been moved to the "Won" section of your GoDaddy Auctions account. You must complete the purchase of the **calor.com** within 24 hours of this notification or the domain may be offered to others for purchase.

If you are still interested in registering this domain name, please [log in to your account](#) and complete purchase for the domain.

If you had **calor.com** on backorder and did not actively bid on this domain, please disregard the instructions above.

If you have any questions, contact Customer Support:

- [Online Support](#)
- Email: [auctions@godaddy.com](mailto:auctions@godaddy.com)
- 24/7 Support by Phone: +1 (480) 505-8855

Copyright © 1999-2024 GoDaddy Auctions. All rights reserved.

6253387759



**ANNEX 2**  
(Copy of Order Confirmation)



Niklas Thorin <niklas.thorin@crisby.se>

Niklas Thorin, thank you for your order.

GoDaddy <donotreply@godaddy.com>  
To: niklas.thorin@crisby.se

5 April 2024 at 20:19



Need help? [Contact us.](#)  
Customer Number: 41750938

# Thanks for your order, Niklas.

Here's your confirmation for order number 2987847541. Review your receipt and get started using your products.

Go to My Products →

## Order Number: 2987847541

Product	Quantity	Term	Price
Auctions Expired Domain calor.com	1 Unit	1 Unit	\$11,405.00
.COM Domain Renewal	1 Unit	1 Year	\$22.17
Subtotal:			\$11,427.17
Tax:			\$0.00
Total:			\$11,427.17

[View Full Receipt →](#)

---

NOTE: Your purchase includes enrollment in our automatic renewal service. This message confirms that during the checkout process, you agreed to [GoDaddy's Universal Terms of Service Agreement](#), [Privacy Policy](#) and [all other agreements applicable to your purchase](#). You can obtain a list of all agreements and policies to which you agreed by contacting GoDaddy customer service and visiting the [GoDaddy Legal Agreements and Policies page](#). Your use of the purchased products is governed by the terms of these agreements and policies. If you wish to cancel your purchase, please learn more about our [Refund Policy](#). This message also confirms that during the checkout process, you agreed to enroll your products in our automatic renewal service. This keeps your products up and running, automatically charging then-current renewal fees to your payment method on file, with no further action on your part. If you do not wish to continue using our automatic renewal service, you can cancel by visiting the [Renewals and Billing page](#) in your account. If you selected an installment payment option during checkout, the option applies to a product's current term only and you will pay the then-current full amount upon automatic renewal. You may, however, select an additional installment payment option, if available, for a product by visiting the [Renewals and Billing page](#) in your account and manually renewing a product.

**Enjoy 25%\* off new products when you order now.**

Use promo code **ORDERNOW4** in your cart when you order.

[Start Shopping →](#)

## Activate your products today.

You have new products or services in your account waiting to be activated. You've paid for them – now put them to work.

**Get Started →**



Domains



Websites



Hosting



Email

[Set my Support PIN](#)

[\\*See offer terms, conditions and legal policies.](#)

Prices are current as of 4/5/2024 and may be changed without notice.

Please do not reply to this email. Emails sent to this address will not be answered.

Copyright © 1999-2024 GoDaddy Operating Company, LLC. 2155 E. GoDaddy Way, Tempe, AZ 85284 USA. All rights reserved.

6254808714



**ANNEX 3**  
(Copy of E-mail Exchange with GoDaddy  
Sales manager)



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

---

**calor.com**

**Michael C Lefebvre** <mlefebvre@godaddy.com>  
To: "niklas.thorin@crisby.se" <niklas.thorin@crisby.se>

29 May 2024 at 21:03

Hi Niklas,

My name is Mike Lefebvre. I'm a Sales manager with GoDaddy, the world's leading source for buying, parking, and selling premium domain names.

We recently had a client request our assistance in potentially acquiring the above referenced domain which appears to be owned/ registered to you. If you would please confirm that you are still the registrant of this domain, and whether you would be open to discussing the sale of the domain, I would greatly appreciate it.

If you are open to selling the domain, can you please provide me with a ballpark figure that you would be willing to consider selling for?

Thanks in advance and I look forward to your response. You can reach me at either the phone or email info below.

---

**Michael Lefebvre | Sales Manager - Aftermarket**



**p.** (602) 975-9239 | **e.** [mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)

----- Forwarded message -----

From: **Niklas Thorin** <[niklas@crisby.co](mailto:niklas@crisby.co)>

Date: Wed, 29 May 2024 at 21:36

Subject: Re: [calor.com](https://calor.com)

To: Michael C Lefebvre <[mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)>

Hi Michael,

Thanks for reaching out!

We're currently launching a project on Calor.com in Q1-2025, and the domain has been specifically purchased for that purpose. In order for us to consider another domain for the project, the offer would need to be in the high six-figure range.

BR/Nick

On Wed, 29 May 2024, 21:03 Michael C Lefebvre, <[mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)> wrote:

Hi Niklas,

My name is Mike Lefebvre. I'm a Sales manager with GoDaddy, the world's leading source for buying, parking, and selling premium domain names.

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If you are open to selling the domain, can you please provide me with a ballpark figure that you would be willing to consider selling for?

Thanks in advance and I look forward to your response. You can reach me at either the phone or email info below.

---

**Michael Lefebvre | Sales Manager - Aftermarket**

**p.** (602) 975-9239 | **e.** [mlefebvre@godaddy.com](mailto:mlefebvre@godaddy.com)



**ANNEX 4**  
(Copy of E-mail from GoDaddy Taking  
Calor.Com)



Niklas Thorin &lt;niklas.thorin@crisby.se&gt;

---

## Regarding the domain name calor.com

---

ceoteam@godaddy.com <ceoteam@godaddy.com>  
To: "niklas.thorin@crisby.se" <niklas.thorin@crisby.se>

4 June 2024 at 22:58

Dear Niklas Thorin,

Due to an unexpected error, the domain [calor.com](https://calor.com) should not have been available for your purchase. To correct this error, we have removed the domain from your account and are taking proactive steps to prevent this error from happening again in the future.

We have refunded your original purchase and have added a \$350 in-store credit to your account for the inconvenience. Please accept our sincere apologies for any confusion this issue may have caused. If you have concerns about this error, please contact our office directly and we will be happy to answer any questions you may have.

Thank you for your understanding and for choosing GoDaddy.

Best regards,

**The Office of the CEO | GoDaddy**  
**CEOTeam@GoDaddy.com**

This email message and any attachments hereto is intended for use only by the addressee(s) named herein. If you have received this email in error, please immediately notify the sender and permanently delete the original and any copy of this message and its attachments.

# **Exhibit N**

[Domains](#) [Websites](#) [Email](#)

## GoDaddy - AUCTIONS MEMBERSHIP AGREEMENT

Last Revised: 1/27/2023

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

### 1. OVERVIEW

This GoDaddy Auctions Membership Agreement (this “Agreement”) is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company (“GoDaddy”) and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of GoDaddy’s Auctions services (“GoDaddy Auctions” or the “Services”).

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with GoDaddy’s Universal Terms of Service Agreement, which is incorporated herein by reference.

The terms “we”, “us” or “our” shall refer to GoDaddy. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

GoDaddy, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the GoDaddy website (this “Site”). You acknowledge and agree that (i) GoDaddy may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the “Last Revised” date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account (“Account”) information, including your email address, current. GoDaddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

### 2. DESCRIPTION OF SERVICES

 [Contact Us](#)

The Services are provided to facilitate the buying and selling of currently registered domain names only, and not the purchase or sale of associated website content. GoDaddy provides a venue and a transaction facilitation process. GoDaddy is not an auctioneer or an escrow agent. Although the process occurs in an “auction-style” format, GoDaddy is not the owner of the domain names listed on the website. As result, GoDaddy has no control over the quality, safety or legality of the domain names listed. Domain names listed may be withdrawn at any time by Seller or by GoDaddy.

You acknowledge and agree that if you engage in a transaction with an auction selling price of five thousand dollars (\$5,000.00) or more, your transaction may be handled by third-party escrow service, Escrow.com. Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by Escrow.com’s General Escrow Instructions, which are incorporated herein by reference. In addition, you acknowledge and agree that GoDaddy may disclose personally identifiable information to Escrow.com for the sole purpose of facilitating the transaction.

You acknowledge and agree that if you engage in a transaction with an auction selling price of less than five thousand dollars (\$5,000.00), your transaction will be handled by GoDaddy’s “Transaction Assurance” process. GoDaddy will remit payment of the purchase price, less the applicable commission and fees, to the Seller approximately 20 days after receiving funds from the Buyer, except in the event of a dispute or where the payment is suspected to be fraudulent.

For Domain Broker Service transactions, as part of GoDaddy’s “Transaction Assurance” process, GoDaddy will remit payment of the full agreed upon purchase price to the Seller within approximately 20 days after receiving funds from the Buyer, except in the event of a dispute or where the payment is suspected to be fraudulent, as determined by GoDaddy in its sole and absolute discretion.

By using GoDaddy's “Transaction Assurance” process, you authorize GoDaddy to perform tasks on your behalf in order to complete the transaction. GoDaddy will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge and agree that GoDaddy is not a bank, and the “Transaction Assurance” process is a payment processing service rather than a banking service. You further acknowledge and agree that GoDaddy is not acting as a trustee, fiduciary, or escrow agent with respect to your funds.

GoDaddy is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to breach by the Buyer or Seller or failure of the Buyer or Seller to complete the transaction. Buyer does not obtain any rights in the registration of a domain name until completion of the transaction.

You acknowledge and agree that we may, in our sole discretion, extend the length of the auction if bids are submitted in the final moments of the auction, to allow potential buyers the opportunity to bid prior to the end of the auction.

We reserve the right to screen domain names prior to listing and we may exclude, in our sole discretion, any domain name for any reason, including, but not limited to: a) violation of this Agreement or the Universal Terms of Service; or b) infringement, or potential infringement, of a third party intellectual property right.

Should you choose payment by paper check, you acknowledge and agree that a Twenty-Five Dollar (\$25 USD) check processing fee will be assessed to you each time a U.S. based check is printed.

Gift cards may not be used to purchase auction memberships or auction items.

FOR THE PURPOSE OF FACILITATING THE CHANGE OF REGISTRANT INFORMATION DURING AND AFTER THE SALE OF ANY DOMAIN NAME, WHETHER AS BUYER OR SELLER, AND IN ACCORDANCE WITH ICANN'S CHANGE OF REGISTRANT POLICY, YOU AGREE TO APPOINT GoDaddy AS YOUR DESIGNATED AGENT FOR THE SOLE PURPOSE OF EXPLICITLY CONSENTING TO MATERIAL CHANGES OF REGISTRATION CONTACT INFORMATION ON YOUR BEHALF. "DESIGNATED AGENT" MEANS AN INDIVIDUAL OR ENTITY THAT THE PRIOR REGISTRANT OR NEW REGISTRANT EXPLICITLY AUTHORIZES TO APPROVE A CHANGE OF REGISTRANT REQUEST ON ITS BEHALF.

### **3. YOUR OBLIGATIONS (SELLER AND BUYER)**

You agree to thoroughly, accurately and honestly complete all forms and requests for information provided by GoDaddy throughout the process. You agree GoDaddy will not be responsible for any false or misleading information you provide, whether intentionally or unintentionally.

You agree to notify GoDaddy within five (5) business days when any of the information you provided as part of the listing/buying process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide GoDaddy with accurate and reliable information on an initial and continual basis, shall be considered a material breach of this Agreement. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by GoDaddy to determine the validity of information provided by you, shall also be considered a material breach of this Agreement.

### **4. PROVISIONS SPECIFIC TO SELLING/LISTING DOMAIN NAMES**

You may use the Services to list domain names to which you have ownership rights for sale and are able to transfer in accordance with your obligations under this Agreement. By using the Services for such purposes, you represent and warrant that:

- i. You have all rights, titles and interests in the domain name necessary to complete the transaction;
- ii. You have the ability to transfer the domain name free and clear of any obligations, liabilities, liens or encumbrances;
- iii. The domain name does not infringe on the intellectual property rights of anyone else; and
- iv. You have the right to transfer the domain name in accordance with your obligations under this Agreement.

You further agree the domain name is not currently or will not in the foreseeable future be associated with a Uniform Dispute Resolution Policy dispute or other such litigation. In the event you are unable to comply or fail to comply with your obligations under this Agreement, GoDaddy expressly reserves the right to delist any or all of your domain names immediately upon GoDaddy becoming aware of your failure to comply.

You may list your domain name for any duration offered on the site. You agree to pay the listing fee associated with the duration period you choose at the time of the listing. You may choose to supplement the listing with various additional services such as Additional Category listings, Featured Category listings, or Buy Now options. By using the additional services, you agree to pay any additional charges that GoDaddy may associate with the additional services. GoDaddy reserves the right to modify its pricing structure at any time. If you find a Buyer using the Services, the transaction must be completed within the Services. For each transaction completed within the Services, you agree to pay GoDaddy a transaction fee according to GoDaddy's fee schedule. Such transaction fee will be payable directly to GoDaddy unless the transaction is processed using a third-party escrow service, in which case all fees will be paid to such third-party escrow service. In addition to any transaction fees, you agree to pay GoDaddy or the third-party escrow service, as the case may be any intermediary or other banking fees charged by Buyer's banking institution in connection with the transaction in question.

You agree not to sell any domain name to any Buyer found through the Services without using the Services to complete the transaction. Should GoDaddy find that you are circumventing the Services, GoDaddy reserves the right to terminate your account and cancel all of your listings.

You acknowledge and agree that country code top level domain names ("ccTLDs") may have unique eligibility requirements. Accordingly, before you sell or list any ccTLD via GoDaddy Auctions, you should review the applicable registry rules, policies, and agreements for the

ccTLD in question to ensure that you are in compliance with all eligibility requirements (including those listed in the Domain Name Registration Agreement, if any) and will be able to transfer the domain name upon a successful purchase or bid on GoDaddy Auctions.

As a Seller, you are not allowed to bid on any domain names you have listed. If you bid or have someone else bid on a domain name that you have listed, your listing will be removed from the site and administration fees may be assessed per listing. Your account will be locked while we investigate you for “Inappropriate Bidding”, which is defined as the act of bidding on your own listing against other bidders, or bidding by individuals who have knowledge of or access to Seller’s item information, in order to raise the price at which your item will eventually sell. Inappropriate Bidding is strictly forbidden and GoDaddy will take all actions GoDaddy deems appropriate in the event GoDaddy detects Inappropriate Bidding.

As a Seller, you are obligated to complete the transaction if Buyer commits to purchase the domain name through a fixed price, Buy Now format, or if Buyer meets or exceeds the minimum bid or reserve price. Should you fail to complete the transaction for any reason (including, but not limited to, failing to move the domain name to GoDaddy’s account if Buyer commits to purchase the domain name through a fixed price, Buy Now format, or if Buyer meets or exceeds the minimum bid or reserve price), GoDaddy reserves the right to (i) charge you a fee or (ii) terminate your membership with GoDaddy Auctions (as determined by GoDaddy in its sole and absolute discretion). Should you elect to use the “Push to Auction” feature you will be unable to cancel the sale of your domain name, and must accept the initial “offer” if no other bids are made once the domain name is listed on Auction. By receiving payments through the Services, you appoint GoDaddy as your agent to receive and deposit funds on your behalf.

The amount initiated and posted to the deposit account(s) will represent payment for domain names sold using the Services, less any applicable fees and/or chargebacks. Payments can be cancelled or suspended at any time due to chargebacks or suspicion of fraud. In order to receive Payments you will need to set up a payee and assign it to your GoDaddy Auctions account.

#### Set up a Payee Account

A list of supported payment methods, applicable fees, and minimum payment thresholds are published [here](#):

#### Payee Account Information.

You may be required to provide information including, but not limited to, that which relates to tax or confirms your identity in order to comply with all applicable laws based on the country indicated in either the contact or payment sections of your payee account during setup.

You hereby authorize GoDaddy to initiate and post entries to the deposit account(s) that you designate, both (i) credit (positive) entries for payments and (ii) debit (negative) entries to reverse erroneous payments and/or make adjustments to incorrect payments. The authority granted to us by you or the deposit account owner(s) will remain in full force and effect until we or the depository institution have received written notification from you or the deposit account owner(s) that such authority has been revoked or until the termination of your GoDaddy Auctions account.

You acknowledge and agree that payments may take 1-5 business days to be posted to the deposit account once they are initiated, depending on the payment method and currency selected. GoDaddy expressly disclaims any liability or responsibility regarding the same. The issuer of your payment method or an intermediary may charge you additional fees to receive funds. Please check with the issuer of your payment method for details.

If the domain name sold is not registered with GoDaddy, GoDaddy will initiate the payment of proceeds approximately twenty (20) days after receipt of Buyer's funds. In either event, you acknowledge and agree that there may be a delay of several days between the time that GoDaddy initiates the payment of proceeds and the time that the proceeds are actually posted to the deposit account, and GoDaddy expressly disclaims any liability or responsibility regarding the same.

The authority granted to GoDaddy by the deposit account owner herein will remain in full force and effect until GoDaddy has received written notification from the deposit account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford GoDaddy a reasonable opportunity to act on such revocation, or until GoDaddy has sent notice to terminate this Agreement.

In the event of a payment chargeback, GoDaddy will deduct the amount of the Payment from Seller's Payment Method on file. In the event that chargeback experience is high, as determined by GoDaddy, GoDaddy reserves the right to hold back twenty percent (20%) of all Seller's Payments for ninety (90) days from the date the Payment was to be paid.

GoDaddy will not release the domain name to Buyer until receipt of confirmation that the funds have been verified.

## **5. PROVISIONS SPECIFIC TO PURCHASING/BIDDING ON DOMAIN NAMES**

As a Buyer, you are obligated to complete the transaction if you purchase the domain name through a fixed price, Buy Now format, or if you are the highest bidder at the end of an auction and your bid meets or exceeds the minimum bid or reserve price. Should you fail to complete the transaction for any reason (including, but not limited to, failing to pay the purchase price if you purchase the domain name through a fixed price, Buy Now format, or if you are the highest bidder at the end of an auction and your bid meets or exceeds the minimum bid or reserve

price), GoDaddy reserves the right to (i) charge you a fee or (ii) terminate your membership with GoDaddy Auctions (as determined by GoDaddy in its sole and absolute discretion). Sellers who list their domain name as an "Offer/Counter Offer" may, once an offer is made, use the "Push to Auction" feature, to convert their domain name listing to an Auction listing. If Seller utilizes that feature on your offer, your offer will become the first bid on that listing. If no other (higher) offer is made, you will be deemed to be the purchaser of that domain name. If your offer is not "accepted" for the "Push to Auction" feature, you will be notified and have the option of bidding on that domain name on the Auction site. You acknowledge some listed domain names may be subject to an additional renewal fee. For those domain names, the renewal fee will be added to your bid or Buy Now price to form the purchase price. You agree by completing the transaction, you are responsible for payment of the renewal fee. GoDaddy may in its sole discretion require you to tender payment to us in a manner of our choosing, including but not limited to credit card or wire transfer. Once you send payment, GoDaddy will hold those funds for a prescribed period of time based on the type of transaction, at which time GoDaddy will remit the payment to Seller. At no time will you be able to withdraw those funds or send the funds to another recipient unless the initial transaction is cancelled. Should Seller refuse payment, the funds, minus the administration fee as outlined in the pricing structure, will be returned to you. You agree GoDaddy is not responsible for payments refused by Seller. For Expired Auctions, GoDaddy will obtain the funds first by the Payment Method you have designated. If there are insufficient funds or invalid credit card information, GoDaddy may obtain the remaining funds by charging any Payment Method you have on file. In the event of a charge reversal or chargeback by a credit card company or other payment provider, or if we determine in our sole discretion that we are unable or unlikely to collect payment, any associated domain registration will immediately terminate and/or the domain name registration will be transferred to GoDaddy as the paying entity for the registration. GoDaddy may, in its sole discretion, award the reclaimed domain name to the next highest bidder in the relevant auction and charge such bidder their highest bid amount, or make the domain name subject to a new auction among bidders determined by GoDaddy, or otherwise dispose of the name.

You acknowledge and agree that GoDaddy may publish your unique bidder number once an auction in which you have participated has been closed or ended. As a Buyer, you are responsible for ensuring that your use of the domain name does not infringe on third-party rights or any relevant laws or regulations.

Some domain name listings may include traffic data ("Traffic Data") and a valuation amount ("Valuation"). The Traffic Data and Valuation are provided "AS IS" and are for informational purposes only. The Traffic Data and Valuation both reflect internally calculated data and do not represent a guarantee of continued traffic or actual value of the domain name.

You agree not to purchase any domain name found through the Services without using the Services to complete the transaction. Should GoDaddy determine (which determination shall be made by GoDaddy in its sole and absolute discretion) that you are circumventing the Services, GoDaddy reserves the right to terminate your account and cancel all of your listings.

You acknowledge and agree that ccTLDs may have unique eligibility requirements. Accordingly, before you purchase or bid on any ccTLD via GoDaddy Auctions, you should review the applicable registry rules, policies, and agreements for the ccTLD in question to ensure that you are in compliance with all eligibility requirements (including those listed in the Domain Name Registration Agreement, if any) and will be able to register the domain name upon a successful purchase or bid on GoDaddy Auctions.

Under all circumstances, a Seller is prohibited from bidding on his or her own listing. Additionally, “Shill bidding” is strictly prohibited. Shill bidding is bidding by anyone—including the Seller, family, friends, roommates, employees, or online connections—that artificially increases a domain name’s price or apparent desirability. Violations of the above policy may result in the following actions being taken by GoDaddy, including: \* Listing cancellation \* Account suspension \* Referral to Law Enforcement

## **6. GODADDY EXPIRED DOMAIN NAMES (PREMIER AUCTIONS)**

From time to time, GoDaddy may list domain names which have entered into an expiration period for their original registration (“Expired Domain Names”). Expired Domain Names will be clearly marked on the site. These Expired Domain Names may be listed on the Site on the date of their expiration, however, no sale will be final until forty-five (45) days after the date of expiration. During the redemption period, as described in the Domain Name Registration Agreement, the original registrant has the right to reclaim the Expired Domain Name. By bidding on the Expired Domain Name, Buyer acknowledges and agrees that if Buyer has the winning bid, the transfer of the Expired Domain Name will not be completed until after the expiration period is complete. Buyer further acknowledges and agrees GoDaddy shall not be obligated to offer a third-party escrow service to facilitate transactions involving Expired Domain Names. If the Expired Domain Name is reclaimed by the original registrant, GoDaddy will refund the full purchase price. Buyer acknowledges Expired Domain Names must be renewed upon purchase. A one (1) year renewal or transfer fee will be added to the purchase price for each Expired Domain Name purchased. The successful bid amount plus the one (1) year renewal or transfer fee (from the end of the domain name’s previous registration period), plus ICANN fee, if applicable, is due within forty-eight (48) hours of auction close or the form of payment you used to purchase your Go Daddy Auctions membership, or any valid payment method associated with the account, will be charged on the third day following the auction close. If the winning bidder does not complete their purchase, you may be offered the Expired Domain Name for purchase. You must complete the purchase of the Expired Domain Name

within twenty-four (24) hours of notification of the Expired Domain Name being offered to you. If you elect to purchase the Expired Domain Name, you acknowledge the Expired Domain Name must be renewed upon purchase. A one (1) year renewal fee will be added to the purchase price for each Expired Domain Name purchased. Your bid amount plus the one (1) year renewal or transfer fee (from the end of the domain name's previous registration period), plus ICANN fee, if applicable, is due within twenty-four (24) hours of the notification of option to purchase the Expired Domain Name and if payment is not received within twenty-four (24) hours, GoDaddy may offer the Expired Domain Name to others for purchase. If the Expired Domain Name is reclaimed by the original registrant, GoDaddy will refund the full purchase price.

## 7. CHANGE OF OWNERSHIP

GoDaddy is not the owner of the domain names listed on the website and, accordingly, cannot guarantee immediate change of ownership from Seller to Buyer. If the domain name sold is registered with GoDaddy and eligible for transfer via GoDaddy's COA process, change of ownership will begin upon completion of the check-out process and receipt of Buyer's funds. For domain names that are registered with GoDaddy but designated as Expired Domain Names and listed using the Auction format, change of ownership will not be completed until forty five (45) days after the original date of expiration (approximately ten (10) days after the close of the Auction). For all Member to Member auctions, payment is due within five (5) days from the close of the listing. For all Expired Domain Name auctions, payment is due within forty-eight (48) hours from the close of the auction.

To facilitate the change of registrant information associated with the listed domain names, and in accordance with ICANN's Change of Registrant policy, Seller, at the time of listing the domain names, specifically authorizes and directs GoDaddy to act as its Designated Agent. As Designated Agent, GoDaddy will facilitate the transfer and change of domain name contact information for the sold domain names. As such, Seller grants GoDaddy the power to explicitly consent to the material change of registrant contact information to facilitate transfer of the sold domain names. Additionally, Buyer specifically authorizes and directs GoDaddy to act as its Designated Agent. As Designated Agent, GoDaddy will facilitate the transfer and change of domain name contact information for purchased domain names. As such, Buyer grants GoDaddy the power to explicitly consent to the material change of registrant contact information to facilitate transfer of the purchased domain names.

While Seller may use the Services to facilitate the selling of domain names that are not registered with GoDaddy, GoDaddy requires the Seller to transfer any domain names that are not registered with GoDaddy to GoDaddy upon receipt of a final/successful bid so the registrar of record for the domain name in question will be GoDaddy.

If the change of ownership from Seller to Buyer is not able to be completed (i) due to either party's fraudulent activity or (ii) for any other reason, Buyer and Seller acknowledge and agree that GoDaddy shall have no liability or responsibility regarding the same. In all cases, whether

the domain name in question is registered with GoDaddy or with another registrar, the change of ownership from Seller to GoDaddy is done without representation or warranty of any kind (including, but not limited to, any representation or warranty that a domain name does not infringe upon the intellectual property or other rights of a third party), and GoDaddy expressly disclaims any liability or responsibility regarding the same.

Please note that any domain name registered with GoDaddy may not be transferred away from GoDaddy to another registrar for a period of sixty (60) days following the change of ownership date.

## **8. GODADDY'S RIGHT TO MONITOR**

GoDaddy has no obligation to monitor the Services, but reserves the right to do so. GoDaddy reserves the right to edit the descriptions and comments on listings. You acknowledge and agree that GoDaddy shall have the right to make public and share with third parties certain information in connection with the sale or purchase of domain names on the website, including but not limited to (a) the name of the domain name sold or purchased, (b) the sale or purchase price of the domain name sold or purchased, and (c) information relating to the timing of the sale or purchase.

## **9. DISPUTE POLICY**

Occasionally, a dispute might arise regarding a transaction begun or completed through the Services. In such instance, you agree to be bound by GoDaddy's Dispute Policy. GoDaddy reserves the right to modify the Dispute Policy at any time, without notice.

### **Filing a Dispute**

To file a dispute, you must submit an email to [AuctionDisputes@GoDaddy.com](mailto:AuctionDisputes@GoDaddy.com). The email must include:

- Your account number;
- Your name and contact information;
- The order number associated with the transaction;
- The domain name over which the dispute arises; and
- A detailed account of the dispute.

Such email must be received within four (4) days from the sale date.

Once a dispute has been received, GoDaddy will place the transaction into a "Hold" status while it investigates the dispute. GoDaddy reserves the right, in its sole discretion, to close any

dispute it deems invalid or resolved. After investigation, GoDaddy will notify Buyer and Seller of the outcome of the investigation and complete or terminate the transaction as GoDaddy, in its sole discretion, deems appropriate.

GoDaddy reserves the right to charge an administration fee to cover the costs associated with investigation of a dispute. As such, you agree GoDaddy may charge an Administration fee to the Payment Method it has on file for you if a dispute is filed involving a domain name which you have listed or purchased through the Services. Should GoDaddy receive multiple complaints regarding transactions in which you are involved, GoDaddy, in its sole discretion, may cancel your account and terminate all listings you have.

In the event you have a dispute with one (1) or more members, you release GoDaddy, its affiliates, officers, directors, agents, subsidiaries, joint ventures and employees from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such dispute.

## **10. REMEDIES AND RIGHT TO CANCEL**

Without limiting other remedies, if:

- i. You breach this Agreement or any document incorporated by reference;
- ii. GoDaddy determines your actions may pose a risk to GoDaddy or its members; or
- iii. GoDaddy determines your use of the Services infringes on the intellectual property or legal rights of others.

GoDaddy may immediately:

- i. Warn its members of your actions;
- ii. Place a hold on any pending transactions associated with your account(s);
- iii. Limit funding sources and Payments;
- iv. Limit your access to your account(s) or to any functionality of your account(s); or
- v. Indefinitely suspend or close your account(s) and refuse to provide our Services to you.

In addition, GoDaddy reserves the right to hold funds beyond normal distribution periods for transactions it deems suspicious or for account(s) conducting high transaction volumes to ensure integrity of the funds. If GoDaddy closes your account(s), GoDaddy will provide notice and pay you all of the unrestricted funds in your account(s) due to you.

Also, where in GoDaddy's estimation, it believes you owe it money for any reason, GoDaddy reserves the right to offset any payments into your Account until GoDaddy is made whole.

## 11. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

## 12. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.



> [Legal](#) > [Agreements](#) > [Auctions Membership Agreement](#)

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<a href="#">Help Center</a>	+
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USD \$



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Use of this Site is subject to express terms of use. By using this site, you signify that you agree to be bound by these Universal Terms of Service.

# **Exhibit O**

[Domains](#) [Websites](#) [Email](#)

## GoDaddy - DOMAIN NAME REGISTRATION AGREEMENT

Last Revised: 12/4/2023


**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.**

### 1. OVERVIEW

This Domain Name Registration Agreement (this "Agreement") is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company ("GoDaddy") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of GoDaddy's Domain Name Registration services (the "Domain Name Registration Services" or the "Services"). The terms "we", "us" or "our" shall refer to GoDaddy. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, which incorporates by reference each of (i) GoDaddy's Universal Terms of Service Agreement ("UTOS"), (ii) all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the top-level domain ("TLD") in which you register any domain ("Registry Policies"), and (iii) any plan limits, product disclaimers or other restrictions presented to you on the Domain Name Registration Services landing page of the GoDaddy website (this "Site").

**TO LINK TO AND REVIEW THE REGISTRY POLICIES FOR THE TLD IN WHICH YOU WISH TO REGISTER A DOMAIN NAME, PLEASE CLICK HERE.**

You acknowledge and agree that (i) GoDaddy, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Shopper Account")  **Contact Us** your email address, current. GoDaddy assumes no liability or responsibility for your failure to

receive an email notification if such failure results from an inaccurate or out-of-date email address. GoDaddy is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar.

You acknowledge and agree that GoDaddy may modify this Agreement in order to comply with any terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the TLD or country code top level domain ("ccTLD") in question. The term "Registry Service Provider" shall refer to the service provider responsible for operating and managing the registry services on behalf of the Registry Operator for its applicable TLD or ccTLD. To identify the sponsoring registrar, click [here](#).

## 2. PROVISIONS SPECIFIC TO ALL REGISTRATIONS

*Unless otherwise noted, the provisions below in this Section 2 are generally applicable to all TLDs that we offer. Special provisions specific to any TLD or ccTLD (those in addition to posted Registry Policies) are identified elsewhere below in this Agreement.*

1. **Registry Policies.** You agree to be bound by all Registry Policies (defined above in this Agreement) applicable to your domain name registration (at any level). IT IS YOUR RESPONSIBILITY TO VISIT THE APPLICABLE TLD SITE AND READ AND REVIEW ALL APPLICABLE REGISTRY POLICIES PRIOR TO YOUR REGISTRATION IN THE TLD. REGISTRY POLICIES FOR EACH TLD CAN BE FOUND BY VISITING THE CORRESPONDING TLD LINK LISTED [HERE](#). Notwithstanding anything in this Agreement to the contrary, the Registry Operator of the TLD in which the domain name registration is made is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the respective TLD. The third party beneficiary rights of the Registry Operator will survive any termination of this Agreement.
2. **Registration Requirements.** To the extent any TLD or ccTLD requires you meet eligibility (e.g., residency for .JP, .EU, etc.), validation (e.g., DNS validation) or other authentication requirements as a condition to registering a domain name in the TLD, you agree that by submitting an application or registering or renewing your domain name, you represent and warrant that: (a) all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading in any way, and the application is made in good faith; (b) you meet, and will continue to meet, the eligibility criteria prescribed in the Registry Policies for the applicable TLD for the duration of the domain name registration; (c) you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application (if applicable);

(d) you acknowledge and agree that even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and (e) you acknowledge and agree that the Registry or the registrar can cancel the registration of the domain name if any of the warranties required are found to be untrue, incomplete, incorrect or misleading.

3. **Ownership.** You acknowledge and agree that registration of a domain name does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry shall not be construed as evidence or ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.
4. **ICANN Requirements.** You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. For additional ICANN-related helpful information, please see [ICANN Education Materials](#) and [ICANN Benefits and Responsibilities](#).
5. **Indemnification of Registry.** You agree to indemnify, defend and hold harmless (within 30 days of demand) the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld, and you agree that these indemnification obligations shall survive the termination or expiration of the Agreement for any reason. IN NO EVENT SHALL THE REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR

INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Regulated TLDs.** For domain name registration in any “Regulated” TLD, you acknowledge and agree your registration is subject to the following additional requirements: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Regulated TLDs include: ***.games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, .mortgage, .degree, .mba, .audio, .book, .broadway, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .show; .theater; .town, .city, .reise, and .reisen***
7. **Highly Regulated TLDs.** In addition to the requirements for Regulated TLDs, domain name registration in any Highly-Regulated TLD is subject to the following requirements: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of you authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve. Highly Regulated TLDs include: ***\_.abogado, .attorney, .bank, .bet, .bingo, .casino, .charity (and IDN equivalent), .cpa, .corp, .creditcard, .creditunion, .dds, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .inc, .insurance, .lawyer, .lifeinsurance, .llc, .llp, .ltda, .medical, .mutuelle, .pharmacy, .poker, .university, .sarl, .spreadbetting, .srl, .sucks, .surgery, .university, .vermogensberater, .versicherung, and .wtf.***

For ***.doctor***, registrants who hold themselves out to be licensed medical practitioners

must be able to demonstrate to the Registrar and Registry, upon request, that they hold the applicable license.

8. **Special Safeguard TLDs.** In addition to the requirements for Regulated and Highly-Regulated TLDs, by registering a domain name in any “Special-Safeguard” TLD, you agree to take reasonable steps to avoid misrepresenting or falsely implying that you or your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist. Special Safeguard TLDs include: **.army, .navy, .airforce**
9. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, the Registry Operator for any TLD in which your register a domain name is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the TLD. Third party beneficiary rights of the Registry Operator shall survive any termination of this Agreement.
10. **Variable and Non-Uniform Pricing.** You acknowledge, understand and agree that certain domain names in certain TLDs are established by Registry Policies to be variably priced (i.e., standard v. premium names) and/or may have non-uniform renewal registration pricing (such that the Fee for a domain name registration renewal may differ from other domain names in the same TLD, e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name).

### 3. FEES AND PAYMENTS

#### (A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services. GoDaddy expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Unless otherwise specifically noted (for reasons such as those highlighted in Section 2(x) above), the renewal price for any domain name in any TLD will be the same as the list (non-sale) price shown when you search for and select a domain, and again in the cart prior to purchase. For example, if the list price is \$9.99, and a different renewal price is not specifically identified, then the renewal price is also \$9.99. Likewise, if a domain name has a sale price of \$8.99, with the list (non-sale) price shown (as a strike-through) at \$9.99, the renewal price will be \$9.99\*.

\* **Renewal price subject to change prior to actual date of renewal.**

For all other terms and conditions relating to fees, payment, refund and billing, etc. applicable to the Services offered under the scope of this Agreement, please refer to the “Fees and Payments” section of our [Universal Terms of Service](#).

## **(B) DOMAIN NAME RENEWAL TERMS**

When you register a domain name, you will have the following renewal options:

1. ***Automatic Renewal.*** Automatic Renewal is the default setting. Domain names will automatically renew, for a period equivalent to the length of your original domain name registration, and payment will be taken from the Payment Method you have on file with GoDaddy, at GoDaddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, GoDaddy will automatically renew it for one (1) year. If you have chosen to register your domain name for two (2) years, GoDaddy will automatically renew it for two (2) years, and so on. If you wish to change your automatic renewal term to a different period from your original term, as of 16 July 2020, you may manually renew the domain registration to establish a new default automatic renewal term for the domain.
2. ***Manual Renewal.*** If you have elected to turn off automatic renewal and cancel the product (i.e., cancel the domain name registration) effective at expiration of the then current term, you may nonetheless elect to manually renew the domain name at anytime prior to its expiration date by logging into your [Account Manager](#) and manually implementing the renewal or by calling customer service (should you in fact want the domain name to be renewed). If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-refundable. In the event that we are unable to automatically renew your domain name for the renewal option selected for any reason, we may automatically renew your domain name for a period less than your original registration period to the extent necessary for the transaction to succeed. If for any reason GoDaddy is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card.

For certain ccTLDs (.am, .at, .be, .br, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal billing will occur on the first day of the month prior to the month of expiration.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal will occur, or must occur manually if the product was previously cancelled, no later than the 20th of the month prior to the expiration date, or your domain name will be placed in non-renewal status. For some ccTLDs (.es) renewal must be processed no later than seven days before the expiration date, or your domain name will be placed in non-renewal status. When the domain name is in non-renewal status, you can renew the domain name only by calling GoDaddy and requesting that the domain name be renewed. You cannot renew the domain name through your [Account Manager](#). If you fail to manually implement the renewal of any cancelled product before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

You agree that GoDaddy will not be responsible for cancelled domain names that you fail to renew in the timeframes indicated in this Agreement. In any case, if you fail to renew your domain name in a timely fashion, additional charges may apply. If you signed up for privacy services, protected registration, or any other similar service, with your domain name registration, these services will automatically be renewed when your domain name registration is up for renewal, and you will incur the applicable additional renewal fee unless you cancel in advance.

If you fail to renew your domain name in the timeframes indicated in this Agreement, you agree that GoDaddy may, in its sole discretion, renew your expired domain name on your behalf. If GoDaddy decides to renew your expired domain name on your behalf, you will have a Renewal Grace Period during which you must reimburse GoDaddy for the renewal and keep your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of this Agreement.

For certain ccTLDs (.am, .at, .be, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .fr, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain name. If you do not reimburse GoDaddy for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which you may have up to a 30-day redemption period to redeem your domain name, provided that your domain name is not subject to an expired domain name auction bid and you pay GoDaddy a Redemption fee.

The Redemption fee is displayed at checkout and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the 30-day redemption period GoDaddy may, in its sole discretion, delete your domain name or transfer it to another registrant on your behalf. During the redemption period your domain name may be parked.

If your domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may pay GoDaddy a redemption fee and redeem your domain name. The redemption fee is displayed at checkout and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

Renewal Grace Periods and Redemption Grace Periods vary for different ccTLDs. Please refer to the specific terms for the applicable TLD. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

Our registration expiration notification policy and associated fees are described [here](#).

### **(C) FREE PRODUCT TERMS**

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. For free domain names, you acknowledge and agree that you may not change the account associated with such free domain for the first five (5) days after registration. In the event a free domain name is offered with the registration of another domain and if the paid domain name registered fails, then we may, in our sole discretion, either delete the registration of the free domain or refund the difference between the amount paid and the value of the free domain. Failed registrations associated with promotional offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in our sole discretion.

### **4. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING**

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through GoDaddy.

You agree that you will not transfer any domain name registered through GoDaddy to another domain name registrar during the first sixty (60) days after its initial registration date. You agree that you may not transfer any domain name for ten (10) days after a Change of Account.

You further agree that you will not engage in "domain tasting" by using the five (5) day grace period in which a registrant may choose to cancel a domain name and get a full refund of the registration fee as a vehicle to test the marketability or viability of a domain name. If GoDaddy determines (which determination shall be made by GoDaddy in its sole and absolute discretion) that you have been engaging in "domain tasting", then GoDaddy reserves the right to (a) charge you a small fee (which fee shall be deducted from any refund issued) or (b) refuse your cancellation/refund request altogether. GoDaddy will not charge you a fee if GoDaddy cancels

your domain name during the five (5) day grace period due to fraud or other activity outside of your control. The five (5) day grace period does not apply to Premium Domains, which are non-refundable.

You agree that GoDaddy shall not be bound by (i) any representations made by third parties who you may use to purchase services from GoDaddy, or (ii) any statements of a general nature, which may be posted on GoDaddy's website or contained in GoDaddy's promotional materials.

## **5. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION**

You agree to notify GoDaddy within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide GoDaddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by GoDaddy to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that for each domain name registered by you, the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the Registered Name Holder and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

You agree that if you intend to license use of a domain name to a third party, you are nonetheless the Registered Name Holder of record and are responsible for providing your full contact information and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

You acknowledge and agree that domain name registration requires that your contact information, in whole or in part, be shared with the registry operator, for their use, copying, distribution, publication, modification and other processing for the purpose of administration of the domain name registration, which may require such information be transferred back and forth across international borders, to and from the U.S. to the EU, for example. As required by ICANN or for certain ccTLDs (.am, .au, .com.au, .net.au, .org.au, .ca, .cz, .fr, .it, .jp, .co.jp, .kr,

.co.kr, .ne.kr, .re.kr, .no, .co.nz, .net.nz, .org.nz, .vg, .se, .so, .sg, .com.sg, .tw, .com.tw, .net.tw, .org.tw, .uk, .co.uk, .me.uk, .org.uk, .us), this information may be made publicly available by the registry operator via Whois or its successor protocol (collectively referred to as the "Whois" Directory) that is beyond, and not subject to, GoDaddy's control.

Both GoDaddy and the registry operator may be required to archive this information with a third-party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. Registrar will not process data in a way that is incompatible with this Agreement. Registrar will take reasonable precautions to protect data from loss or misuse, unauthorized access or disclosure, alteration, or destruction.

You agree that for each domain name registered by you the following information could be made publicly available in the Whois Directory as determined by ICANN or registry policies and may be sold in bulk as set forth in the ICANN agreement:

- The domain name;
- Your name and postal address;
- The name, email address, postal address, voice and fax numbers for technical and administrative contacts;
- The Internet protocol numbers for the primary and secondary name servers;
- The corresponding names of the name servers; and
- The original date of registration and expiration date,
- Name of primary name server and secondary name server,
- Identity of the registrar.

You agree that, to the extent permitted by ICANN, GoDaddy may make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

You agree that GoDaddy has the right to make public and share with third parties certain information in connection with the sale or purchase of domain names on the website, including but not limited to (a) the name of the domain name sold or purchased, (b) the sale or purchase

price of the domain name sold or purchased, and (c) information relating to the timing of the sale or purchase.

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that you are required to provide when applying for a domain name:

1. The domain or sub-domain name(s) registered by you;
2. Your organization name, type and postal address;
3. The name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain or sub-domain name(s);
4. The full hostnames and Internet protocol (IP) addresses of at least two (2) name server hosts (one primary and at least one secondary) for your domain or sub-domain name. Up to six (6) name servers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
5. The corresponding names of those name servers;
6. The original creation date of the registration; and
7. The expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

## 6. DISPUTE RESOLUTION POLICY

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the [Uniform Domain Name Dispute Resolution Policy](#) online. You agree that GoDaddy may from time to time modify its Dispute Resolution Policy. GoDaddy will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining your domain name registrations with GoDaddy after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review GoDaddy's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with GoDaddy as a result of the modified Dispute Resolution policy, no fees will be refunded to you. You also agree to submit to proceedings commenced under ICANN's Uniform Rapid Suspension System, if applicable.

You agree that if a dispute arises as a result of one (1) or more domain names you have registered using GoDaddy, you will indemnify, defend and hold GoDaddy harmless as provided for in this Agreement. You also agree that if GoDaddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by you using GoDaddy, that GoDaddy, in its sole discretion, may take whatever action GoDaddy deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event you agree to hold GoDaddy harmless for any action taken by GoDaddy.

You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile, (2) where registrar is located or (3) where the registry operator is located (e.g., China for .CN, Columbia for .CO, UK for .EU, etc.).

In the case of .ca domain names, you agree that, if your use of the service or the registration of a .ca domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in their dispute resolution policy, in effect at the time of the dispute.

## 7. TRANSFER OF DOMAIN NAMES

If you transfer any domain name, you agree to provide the information required by, and to abide by, the procedures and conditions set forth in our [Domain Name Transfer Agreement](#) and [Change of Registrant Agreement](#). You may view the latest versions of our Domain Name Transfer Agreement and Change of Registrant Agreement online. In order to further protect your domain name, any domain name registered with GoDaddy or transferred to GoDaddy shall be placed on lock status, unless an opted-out has occurred as defined in our Change of Registrant Agreement or Domain Name Proxy Agreement. The domain name must be placed on unlock status in order to initiate a transfer of the domain name away from GoDaddy to a new Registrar. You may log into your account with GoDaddy at any time after your domain name has been successfully transferred to GoDaddy, and change the status to unlock.

## 8. YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

You represent and warrant to the best of your knowledge that, neither the registration of the domain nor the manner it is directly or indirectly used, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those relating to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless the registrar and registry operator, and their

directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

You agree that, in addition to other events set forth in this Agreement:

1. Your ability to use any of the services provided by GoDaddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
2. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any GoDaddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by GoDaddy or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You acknowledge and agree that GoDaddy and registry reserve the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on lock, hold or similar status, as either deems necessary, in the unlimited and sole discretion of either GoDaddy or the registry: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) for the non-payment of fees to registry, (iv) to protect the integrity and stability of the registry, (v) to comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (vi) to comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement, (vii) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees, (viii) per the terms of this Agreement, (ix) following an occurrence of any of the prohibited activities described in Section 8 below, or (x) during the resolution of a dispute.

You agree that your failure to comply completely with the terms and conditions of this Agreement and any GoDaddy rule or policy may be considered by GoDaddy to be a material breach of this Agreement and GoDaddy may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide GoDaddy with material evidence that you have not breached your obligations to GoDaddy within ten (10) business days, GoDaddy may terminate its relationship with you and take any remedial action available to GoDaddy under the applicable laws. Such remedial action may be implemented without notice

to you and may include, but is not limited to, cancelling the registration of any of your domain names and discontinuing any services provided by GoDaddy to you. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

GoDaddy's failure to act upon or notify you of any event, which may constitute a breach, shall not relieve you from or excuse you of the fact that you have committed a breach.

## 9. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

If you are hosting your domain name system ("DNS") on GoDaddy's servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with GoDaddy, you are responsible for ensuring there is no excessive overloading on GoDaddy's servers. You may not use GoDaddy's servers and your domain name as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that GoDaddy reserves the right to deactivate your domain name from its DNS if GoDaddy deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that GoDaddy, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. GoDaddy also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place.

In the event GoDaddy refuses a registration or deletes an existing registration during the first thirty (30) days after registration, you will receive a refund of any fees paid to GoDaddy in connection with the registration either being cancelled or refused. In the event GoDaddy deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

## 10. DEFAULT SETTINGS; PARKED PAGE

Choosing Your Domain Name Settings. When you register a domain name with GoDaddy, you will be prompted to choose your domain name settings during the checkout process. If you plan on using another provider for your website or hosting needs, then you should enter the name servers of such provider when you choose your domain name settings. This will direct your domain name away from GoDaddy's name servers. If you are an existing GoDaddy customer and have already set up a customer profile designating your domain name settings for new domain name registrations, you will not need to complete this step again during the checkout process.

GoDaddy's Default Settings. If you do not direct your domain name away from GoDaddy's name servers as described above, GoDaddy will direct your domain name to a "Parked Page" ("Default Setting"). You acknowledge and agree that GoDaddy has the right to set the Default

## Setting.

**Parked Page Default Setting.** GoDaddy's Parked Page service is an online domain monetization system designed to generate revenue (through the use of pay per click advertising) from domain names that are not actively being used as websites. If your domain name is directed to a Parked Page, you acknowledge and agree that GoDaddy may display both (a) in-house advertising (which includes links to GoDaddy products and services) and (b) third-party advertising (which includes links to third-party products and services) on your Parked Page through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. In addition, you acknowledge and agree that all in-house and third-party advertising will be selected by GoDaddy and its advertising partners, as appropriate, and you will not be permitted to customize the advertising, or entitled to any compensation in exchange therefor. Please note that the third-party advertising displayed on GoDaddy's Parked Pages may contain content offensive to you, including but not limited to links to adult content. GoDaddy makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on GoDaddy's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith.

**Changing GoDaddy's Default Settings.** You may change GoDaddy's Default Settings at any time during the term of your domain name registration.

1. **Content Displaying On Your Parked Page.** You can not modify the content displaying on your Parked Page. You may select one of the other options listed below.
2. **Participating In Domain Name Monetization.** If you wish to participate in the domain monetization potential presented by GoDaddy's Parked Page service, please review and consider purchasing our CashParking® service.
3. **No Content.** If the options listed above are not acceptable to you, please contact customer support to learn what other options might be available to you.

**Return To Parked Page Default Setting Upon Domain Name Expiration.** Upon domain name expiration, and regardless of how you use your domain name during the term of your domain name registration, your domain name will automatically return to the Parked Page Default Setting described above. As used in this paragraph, "expiration" is deemed to include any "renewal period" or "redemption period" immediately after the domain name expires, but before the domain name is returned to the registry. Once your domain name has returned to the Parked Page Default Setting described above, the only way to opt out of the Parked Page service is to renew, redeem, or re-register your domain name in accordance with Section 2(B), Domain Name Renewal Terms, of this Agreement.

## 11. DOMAIN ADD-ONS

**Business Registration:** Business registration allows You to display additional information about the business that is the basis of Your domain name, including, but not limited to, such information as Your fax number, street address, and hours of operation.

**Expiration Consolidation.** You understand and acknowledge the expiration consolidation service may only be used to consolidate the expiration of .com and .net domain names. The service may not be used to consolidate domains that are on Registrar HOLD, Registry HOLD, or pending Transfer status. You acknowledge the service may only be used to push the expiration date of Your domains forward in time, at least one (1) month forward and no more than ten (10) years forward, and then, only for a period lasting less than twelve (12) months. Once the service has been used to consolidate domains, the new expiration date may not be reversed. To ensure the service is not abused or used as an alternative to renewals, you may only use the service on each domain once in any 12-month period. The service may only be used on domain names that have not passed their expiration date. In order to change the expiration date again, You will be required to renew the domain name first. You further understand and acknowledge the service may only be used to coordinate domains where we are the registrar of record. Domains not registered with us must be transferred before we can perform the Service.

**Discount Domain Club Basic.** The Discount Domain Club membership includes the purchase of discounted products and services from us, including discounts on certain domain registrations. Eligible TLDs include .COM, .NET, .ORG, .INFO, .BIZ, .CO, .CA, .COM.AU, .CO.UK, .US, .IN. Any available discount applies only to registration fees and will not apply to any commission fees. You are required to keep Your membership current as long as You have free or discounted products or services that are purchased with us. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, we will automatically renew Your products and services at the regular pricing in effect at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

**Discount Domain Club Premium.** The Discount Domain Club membership includes, the purchase of discounted products and services from us, including discounts on selected domain registrations, one (1) free Auctions account, one (1) free CashParking account, and discounts on Domain Brokerage Service. Any available discount applies only to upfront Broker Service Fee and will not apply to any commission fees. You are required to keep Your membership current as long as You have free or discounted products or services that are purchased with us. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, we will automatically renew Your products and services at the regular pricing in effect

at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

**Backordering/Monitoring.** You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days, followed by the ICANN-mandated redemption grace period of thirty (30) days. During this period of time, the current domain name registrant may renew the domain name and retain registration rights. We do not guarantee your backorder will result in you obtaining the domain name and expressly reserves the right to (a) refuse additional backorders or (b) cancel existing backorders at any time for any reason. If your backorder is refused or cancelled, we agree to promptly refund any fees paid for such domain name backorder. The domain name may also be placed in a secondary market for resale through the Auctions® service. After your first year of Auctions membership, you agree that unless otherwise advised, we will automatically renew your Auctions membership using the payment method you have on file for so long as your backorder credit is active. You may learn more about Auctions by visiting the Auctions website. The domain name may also be subject to a drop pool process before it is available for purchasing. You understand we and our registrar affiliates use our services, including backordering. Therefore, the domain name may be registered with a different registrar, but can be managed through your account. By using the Services, you will be able to, among other things:

1. Backorder any domain name under the top level domains .COM, .NET, .US, .BIZ, .INFO, .ORG, .MOBI. A backorder for a domain name will include the price of up to a one-year domain name registration. Should you successfully backorder any domain name, you will be subject to the terms and conditions of the Domain Name Registration and related agreements, which are incorporated herein by reference.
2. Change your backorder until you obtain a domain name. You will have the opportunity to change the credit to a different domain name until you successfully capture one. After three (3) years, if the credit is not used, we reserves the right to remove the credit.
3. Monitor your currently registered domain names for changes in registrar, status, expiration date or name servers at no additional cost.
4. Subscribe to Domain Alert Pro or monitoring, which enables you to monitor any currently registered domain name, regardless of registrar, for historical tracking of status changes and designation of multiple email notification addresses.

**Domain Ownership Protection.** Domain Ownership Protection generally allows You to: (i) prevent accidental loss of a domain name due to an expired credit card or invalid payment method for a period of ninety (90) days before the domain goes through its normal expiration process; and (ii) lock your domain name to your account.

THE SERVICE WILL NOT, HOWEVER, PREVENT TRANSFERS RESULTING FROM YOUR ACTION OF LISTING YOUR DOMAIN FOR SALE ON ANY OF GODADDY'S PLATFORMS, INCLUDING PREMIUM LISTINGS, REGARDLESS OF WHEN YOU PURCHASED THE SERVICE.

Once you have elected to purchase the Service for any and all domain names, the automatic renewal function will be activated for each domain name and those names will not be transferable until You elect to remove the service or sell the domain as mentioned above. Accordingly, You acknowledge and agree You have carefully considered the implications accompanying the purchase of the Service and understand the restrictions the Service will place upon Your ability to transfer any domains for which You have purchased the Service. Furthermore, you acknowledge and agree that the Service includes additional steps to verify your registration rights prior to deactivation. While You can elect to deactivate the Service at any time, you also acknowledge and agree that the Service is subject to our Refund Policy, and that you may not be entitled to a refund.

### **Premium Domain Listing and Buying Services.**

1. **Description of Service.** The Premium Domain Buying Service (“Service”) is provided to facilitate the buying of currently registered domain names only, and not the purchase or sale of associated website content.. GoDaddy provides a venue and a transaction facilitation process and will take a stated commission for each completed transaction. GoDaddy is not an escrow agent. As a result, GoDaddy does not guarantee the quality, safety or legality of many of the domain names. Domain names listed may be withdrawn at any time by the seller or by us. You acknowledge and agree that your transaction will be handled by GoDaddy's “Transaction Assurance” process. By using GoDaddy's “Transaction Assurance” process, you authorize GoDaddy to perform tasks on your behalf in order to complete the transaction. In these transactions, GoDaddy acts as a transaction facilitator to help you buy and sell domain names. GoDaddy will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge GoDaddy is not a bank and the service is a payment processing service rather than a banking service. You further acknowledge GoDaddy is not acting as a trustee, fiduciary or escrow with respect to your funds. In all transactions, where the domain name is registered to us, domain names purchased through the Service may not be transferred away from us to another registrar for a period of sixty (60) days following the change of registrant date.

### **2. Your Obligations.**

**Purchasing Domain Names.** As a Buyer, You are obligated to complete the transaction if You purchase the domain name. You acknowledge that some listed domain names may be subject to an additional registration fee. For those domain names, the registration fee will

be added to the price to form the purchase price. You agree that by completing the transaction, You are responsible for payment of the registration fee. We will obtain the funds first by the Payment Method You have designated. If there are insufficient funds or invalid credit card information, we may obtain the remaining funds by charging any Payment Method You have on file.

GoDaddy will remit payment of the full agreed upon purchase price minus any commissions to the Seller after a prescribed period of time after receiving funds from the Buyer, except in the event of a dispute or where the payment is suspected to be fraudulent, as determined by GoDaddy in its sole and absolute discretion. At no time will You be able to withdraw those funds or send the funds to another recipient unless the initial transaction is canceled. **Transfer of Registration Rights.** We are not the registrant of all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names in which we are the registrant, transfer of registration will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual property rights of a third party. Any Domain Ownership Protection service that is present on the domain will not prevent you from listing the domain name and having the registration rights transferred away from You. GoDaddy is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to breach by either the Buyer or the Seller of its respective obligations. Buyer acknowledges and agrees that Buyer does not obtain any rights in the registration of a domain name until the transaction is complete.

**Transfer of Registration Rights.** We are not the registrant of all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names in which we are the registrant, transfer of registration will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual property rights of a third party. Any Domain Ownership Protection service that is present on the domain will not prevent you from listing the domain name and having the registration rights transferred away from You.

GoDaddy is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to breach by either the Buyer or the Seller of its respective obligations. Buyer acknowledges and agrees that Buyer does not obtain any rights in the registration of a domain name until the transaction is complete.

**Selling Domain Names.** As a Seller, You are obligated to complete the transaction if the

Buyer commits to purchase the domain at an agreed upon purchase price. You authorize GoDaddy to perform tasks on your behalf as part of its “Transaction Assurance” process including making deposits. You must, at the time of listing of Your domain name, establish a payee account.

After a fraud holding period, if no fraud has been detected, payments for completed domain name sales will be credited to your payee account and paid according to the payment method selected in your payee account.

You hereby authorize GoDaddy to initiate and post (i) credit (positive) entries for payments to the deposit account and (ii) debit (negative) entries to the deposit account to reverse erroneous payments and/or make adjustments to incorrect payments. You acknowledge and agree that the amount initiated and posted to the deposit account will represent payment for domain names sold using the Services, less any applicable fees and/or chargebacks. You acknowledge and agree that there may be a delay of several days between the time that GoDaddy initiates the payment of proceeds and the time that the proceeds are actually posted to the deposit account, and GoDaddy expressly disclaims any liability or responsibility regarding the same.

The authority granted to GoDaddy by the deposit account owner herein will remain in full force and effect until GoDaddy has received written notification from the deposit account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford GoDaddy a reasonable opportunity to act on such revocation, or until GoDaddy has sent notice to terminate this Agreement. GoDaddy will not release the domain name to Buyer until receipt of confirmation that the funds have been verified.

**Transfer Validation** The transfer validation service is provided to help You keep Your domain name secure. By choosing to use the service, You are making an explicit and voluntary request to us to deny all attempts to transfer Your domain name to another registrar, or to move Your domain name to another account, unless You verify each request as described herein. You will provide us with a contact name, phone number and PIN for domain transfer validations. You will be contacted by us when a domain transfer is requested for a domain name in Your account.

When we receive a transfer request, we will call You to verify the transfer request. If we cannot reach You with seventy-two (72) hours of receipt of the transfer request, the transfer will be denied. If You do not provide the proper PIN, the transfer will be denied. When we receive a change of account request, we will call You to verify the change request. If we cannot reach You with seventy-two (72) hours of receipt of the change request, the change will be denied. If You do not provide the proper PIN, the change will be denied. Availability of Services are subject to the terms and conditions of this Agreement and each of our policies and procedures. We shall

use commercially reasonable efforts to attempt to provide certain portions of the Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement and other portions of the service, during normal business hours.

You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that we may undertake from time to time; or (iii) causes beyond the reasonable control of us or that are not reasonably foreseeable by us, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we has no control over the availability of the service on a continuous or uninterrupted basis.

**Total/Premium DNS.** Total DNS is a complete Domain Name System ("DNS") tool that allows you to manage your DNS and keep your website and web-based applications available and performing reliably. The service is provided "as is", "as available", and "with all faults", and we assume no liability or responsibility regarding the same.

In addition, you specifically acknowledge and agree that we shall have no liability or responsibility for any:

1. Service interruptions caused by periodic maintenance, repairs or replacements of the Global Nameserver Infrastructure (defined below) that we may undertake from time to time;
2. Service interruptions caused by you from custom scripting, coding, programming or configurations;
3. Service interruptions caused by you from the installation of third-party applications;
4. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("FTP") and email; or
5. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Subject to the provisions of Force Majeure below, we offer a service uptime guarantee ("Service Uptime Guarantee") for paid services of 99.999% availability (defined below). You shall receive service credits for any Outage (defined below) of the service covered by the Service Uptime Guarantee. The service credits shall be applied as extensions to the terms of the affected

Service. The Service Uptime Guarantee shall become effective fourteen (14) days after your purchase of the Service covered by the Service Uptime Guarantee to allow both parties time to properly configure and test the Service.

**Definitions.** For the purposes of the Service Uptime Guarantee, the following definitions shall apply:

1. **“Global Nameserver Infrastructure”**: The group of systems (servers, hardware, and associated software) that are responsible for delivering the Services. The Global Nameserver Infrastructure does not include web-based user interfaces, zone transfer mechanisms, update systems, or other customer-accessible data access or manipulation methods.
2. **“99.999% availability”**: A guarantee that the Global Nameserver Infrastructure shall be available to respond to DNS queries 99.999% of the time.
3. **“Outage”**: A period in which the Global Nameserver Infrastructure did not maintain 99.999% availability.

**Exclusions.** For the purposes of the Service Uptime Guarantee, downtime due to the following events shall not be considered an Outage:

1. Service interruptions caused by **“Regularly Scheduled Maintenance”**, which shall be defined as any maintenance performed on the Global Nameserver Infrastructure of which customer is notified twenty-four (24) hours in advance. Email notice of Regularly Scheduled Maintenance shall be provided to customer’s designated email address;
2. Service interruptions caused by you from custom scripting, coding, programming or configurations;
3. Service interruptions caused by you from the installation of third-party applications;
4. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol (**“FTP”**) and email; or
5. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

We, in our sole and absolute discretion, shall determine whether an event shall be considered an Outage.

**Remedies.** For the purposes of the Service Uptime Guarantee, when the customer becomes aware of an Outage, the customer shall open a ticket with our technical support services within five (5) calendar days of the Outage. If we determine that an Outage did occur, then the customer shall receive a service credit in the amount of two (2) months for any affected Services. The service credit shall be applied as an extension to the term of the affected Services. A customer's Account shall not be credited more than once per month under the Service Uptime Guarantee.

To qualify for a service credit, you must have a current and valid subscription to the Services affected, and must have an Account in good standing with us. Service credits will not apply to any charges or Services other than the Services for which the Service Uptime Guarantee was not met. Customers with subscriptions for more than one Service will not receive credits for unaffected Services. The remedies set forth herein shall be the sole and exclusive remedies if we do not meet the Service Uptime Guarantee.

In the event either party is unable to carry out its material obligations under this Agreement by reason of Force Majeure those obligations will be suspended during the continuance of the Force Majeure, provided the cause of the Force Majeure is remedied as quickly as practicable. The term "**Force Majeure**" means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to execution of this Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment.

If your Services include Domain Name System Security Extensions ("**DNSSEC**"), you will be able to secure your domain names with DNSSEC. DNSSEC is designed to protect you from forged DNS data so "hackers" cannot direct visitors to your website to a forged site.

DNSSEC works by using public key cryptography. You acknowledge and agree that if the keys do not match, a visitor's lookup of your website may fail (and result in a "website not found" error) and we assume no liability or responsibility regarding the same. In addition, DNSSEC responses are authenticated, but not encrypted. You acknowledge and agree that DNSSEC does not provide confidentiality of data, and we assume no liability or responsibility regarding the same.

We prohibit the running of a public recursive DNS service on any server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public recursive DNS services and reserves the right to remove any servers from the network that violate this restriction.

**Full Domain Protection.** The Full Domain Protection service generally allows You to:

- replace your personal details in the WHOIS Directory with the details of Domains By Proxy;

- set up a private email address for each domain name that you can forward, filter or block; and
- lock your domain name in your account.

The Full Domain Protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; and add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Full Domain Protection is also subject to and governed by the terms of the Domain Name Proxy Agreement.

**Ultimate Domain Protection (also called Full Domain Privacy and Protection).** The Ultimate Domain Protection service generally allows You to:

- replace your personal details in the WHOIS Directory with the details of Domains By Proxy;
- set up a private email address for each domain name that you can forward, filter or block;
- prevent accidental loss of a domain name due to an expired credit card or invalid payment method when domain is set on auto-renew; and
- lock your domain name in your account.

The Ultimate Domain Protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; and add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers.. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and territories or for certain TLDs. Your purchase and use of Ultimate Domain Protection is also subject to and governed by the terms of the Domain Name Proxy Agreement.

**Ultimate Domain Protection & Security.** The privacy and business protection service includes all the features of Full Domain Privacy and Protection, plus the service generally allows You to: (i) prevent accidental loss of a domain name due to an expired credit card or invalid payment method when domain is set on auto-renew; (ii) lock your domain name in your account; and (iii) activate Website Security Basic. The privacy and business protection service features are intended to: prevent domain-related spam; protect your identity from third-parties; plus add a higher level of security through 2-Step Verification to disallow most accidental or malicious domain name transfers;; and provide domain name protection through Website Security Basic. As set forth in Section 2(xi) of this Agreement, You acknowledge and agree that you may not be permitted to purchase private or proxy TLD registrations in certain markets, countries and

territories or for certain TLDs. Your purchase and use of Ultimate Domain Protection & Security is also governed by terms of the [Domain Name Proxy Agreement](#) and [Website Security Terms of Use](#)

**Trademark Keeper (Beta)** Trademark Keeper is a free beta feature of your domain that (i) automatically captures a record of Your homepage including any trademarks on that homepage quarterly (“Screen Capture(s)”), and (ii) timestamps and records proof of the Screen Capture(s) using blockchain technology to ensure that the record is secure. Trademark Keeper also allows You to identify up to three (3) individual trademarks to help You catalog Your brand assets in Your dashboard. Trademark Keeper stores the Screen Capture(s) on servers provisioned by GoDaddy but does not analyze, modify or edit the Screen Capture(s). Trademark Keeper stores a digital signature of the Screen Captures on a blockchain proving the Screen Captures’ existence at a certain time, but does not store the Screen Capture itself on the blockchain. You may request a report that shows a historical record of Screen Captures that have been captured by Trademark Keeper. At any time, You may opt out of Trademark Keeper and delete the historical record of Screen Captures. Your Screen Captures will be deleted 24 hours after You disable the “Keep My Data” function. If you re-enable this function within 24 hours, your Screen Captures may be restored. GoDaddy may discontinue the Beta feature at any time and for any reason.

YOU ACKNOWLEDGE THAT YOUR USE OF TRADEMARK KEEPER DOES NOT RESULT IN AN “OFFICIAL” TRADEMARK REGISTRATION WITH A GOVERNMENTAL TRADEMARK OFFICE. YOU ACKNOWLEDGE THAT TRADEMARK KEEPER IS NOT A LEGAL SERVICE AND YOU SHOULD CONSULT A TRADEMARK ATTORNEY FOR ADVICE ON HOW TO BEST PROTECT YOUR TRADEMARK RIGHTS. GODADDY MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARDS TO ANY MATTER INCLUDING THE ADMISSIBILITY OF THE SCREEN CAPTURES OR RECORDS CAPTURED THROUGH TRADEMARK KEEPER.

## 12. PRE-REGISTRATIONS

If you submit an application for pre-registration of a domain name, GoDaddy does not guarantee that the name will be secured for you, or that you will have immediate access to the domain name if secured. GoDaddy may use third-party service providers for the pre-registration services.

## 13. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

*Domain Name Dispute Policy*. If you reserved or registered a .BIZ domain name through us, in addition to our Dispute Resolution Policy, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the [Restrictions Dispute Resolution Policy](#) applicable to the .biz TLD.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case basis by an independent ICANN-accredited dispute provider. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

**One Year Registration.** If you are registering a .BIZ domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .BIZ domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .BIZ domain name during the first year, you will automatically be charged the second year renewal fees.

#### **14. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS**

**One Year Registration.** If you are registering a .INFO domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .INFO domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .INFO domain name during the first year, you will automatically be charged the second year renewal fees.

#### **15. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS**

**Defensive Registration.** A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name you wish to register is subject to a Defensive Registration, you have three (3) options: (i) you may register a variation of the name, (ii) you may challenge the Defensive Registration under the **Eligibility Requirements Dispute Resolution Policy**, or (iii) you may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois Directory and requesting consent to register the .NAME domain name. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, you may wish to challenge the Defensive Registration under the ERDRP.

**Acceptable Use Policy.** You agree to be bound by the **.NAME Acceptable Use Policy**, which is hereby incorporated by reference. Among other limitations, this policy prohibits you from using your .NAME Email to engage in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from your .NAME at a time.

## **16. PROVISIONS SPECIFIC TO .REISE REGISTRATIONS**

Domain Names registered in .REISE should be used for purposes dedicated to travel topics within six months following initial Registration, e.g. utilized on the Internet or otherwise used to perform a function.

## **17. PROVISIONS SPECIFIC TO .SEXY REGISTRATIONS**

You shall not permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to <http://example.sexy> or <http://www.example.sexy>. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.

## **18. COUNTRY CODE TOP LEVEL DOMAINS**

You represent and warrant that you meet the eligibility requirements of each ccTLD you apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

### **(A) PROVISIONS SPECIFIC TO .AU REGISTRATIONS**

.au Registrations (to include .au, com.au, net.au and org.au) are governed by the following additional terms and conditions:

**auDA.** auDA means .au Domain Administration Limited ACN 079 009 340, the .au domain names administrator. The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this Agreement. auDA is an intended third party beneficiary of this agreement.

**auDA Published Policy.** auDA Published Policies means those specifications and policies established and published by auDA from time to time at <https://www.auda.org.au>. You must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this Agreement. In the event of any inconsistency between any auDA Published Policy and this Agreement, then the auDA Published Policy will prevail to the extent of such inconsistency. You acknowledge that under the auDA Published Policies: (1) there are mandatory terms and conditions that apply to all domain names; (2) licences, and such terms and conditions are incorporated into, and form part of, this Agreement; (3) You are bound by, and must submit to,

the .au Dispute Resolution Policy; and (4) auDA may delete or cancel the registration of a .au domain name.

auDA's Liabilities and Indemnity. To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name. Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

### ***(B) PROVISIONS SPECIFIC TO .CA REGISTRATIONS***

You acknowledge and agree that registration of your selected domain name in your first application to CIRA shall not be effective until you have entered into and agreed to be bound by CIRA's Registrant Agreement.

CIRA Certified Registrar. The registrar shall immediately give notice to you in the event that it is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the registrants thereof. In the event that the registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, you shall be responsible for changing your Registrar of Record to a new CIRA Certified Registrar within thirty (30) days of the earlier of notice thereof being given to you by (i) the Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of your domain name registrations are scheduled to expire within thirty (30) days of the giving of such notice, then you shall have thirty (30) days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with the Registry PRP.

You acknowledge and agree that should there be insufficient funds prepaid by the registrar in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for domain name registrations from the registrar, stop effecting registrations of domain names and transfers, renewals, modifications, and cancellations requested by the registrar and stop performing other billable transactions requested by the registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar.

.CA ASCII and IDN domain variants are bundled and reserved for a single registrant.

Registrants are not required to register all variants in a bundle, but all registered variants must be registered and managed at a single registrar. Each variant registered will incur a registration fee. In addition, when registering multiple .CA domain (ASCII and IDN) variants in a bundle, your registrant information ***must be identical***. If variants are registered at other registrars or if registrant information does not match, it may result in an "unavailable" search result, delayed or failed registration. If information does not match, validation is required and may take up to seven business days and delay availability of domain.

### **(C) PROVISIONS SPECIFIC TO .CN REGISTRATIONS**

.CN is a restricted TLD – applications are subject to both a domain name check ***and*** real name verification as required by the People's Republic of China. Registrations in .CN are therefore subject to the following additional terms:

Verification, Registration and Activation. If a domain name is not permitted to be registered by the Chinese government, as determined by us, the Registry Operator and/or a 3rd party provider utilized for such services and determinations, in either party's discretion, the application for registration will not be successful. In such event, the name will be deleted and you will be eligible for a refund as further described below.

If permitted, then the Registration may proceed, but a .CN domain name may not be activated (i.e., it will not resolve in the Internet) unless and until you have submitted (via the process described during registration) valid documents required of us and the Registry to perform real name verification. The following are acceptable forms of documents for the purpose of verification:

- China: Resident ID, temporary resident ID, business license or organization code certificate
- Hong Kong/Macau: Resident ID, driver's license, passport or business license
- Singapore: Driver's license, passport or business license
- Taiwan: Resident ID, driver's license or business license
- Other Countries/Regions: Driver's license or passport

Documents submitted to us are used by us and shared with the Registry solely for the purpose of real name verification, and are otherwise subject to our [Privacy Policy](#). By registering a .CN domain, you expressly agree that your data may be stored on servers in the U.S., or otherwise outside of the People's Republic of China.

**Refunds.** Refunds for .CN Registrations will only be allowed where (i) registration of the applied for domain name is not permitted by the Chinese government; or (ii) you notify us of your intent to cancel for any reason within the first five (5) days after the Registration (i.e., after it is deemed permissible by the Chinese government). For the avoidance of doubt, refunds will not be permitted under any circumstances after five (5) days from the date of Registration, including, for example, in the event real name verification is not successful or if the Chinese government determines after Registration that the domain name should not have been registered (and directs us to delete).

#### ***(D) PROVISIONS SPECIFIC TO .JP REGISTRATIONS***

**Registration Restrictions.** You represent and warrant that you have a local presence in Japan with a home or office address. You agree that certain domain names are reserved and can only be registered by certain parties. These include: (i) TLDs, other than ccTLDs, as determined by ICANN; (ii) geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels; (iii) names of primary and secondary educational organizations; (iv) names of organizations related to Internet management; (v) names required for .JP domain name operations; and (vi) character strings which may be confused with ASCII-converted Japanese domain names. The complete list of .JP Reserved Domains is available [here](#).

### **19. PROVISIONS SPECIFIC TO LEASE TO OWN**

The following additional Terms apply with respect to Lease to Own Services (the “LTO Services”) provided by GoDaddy, to you.

#### **(A) Definitions:**

- **LTO Domain:** a domain name that you purchase from GoDaddy through the Site with an agreement to pay over time.
- **LTO Term:** the period agreed between GoDaddy and Buyer during which Buyer will have access to the DNS and will make monthly payments to GoDaddy.
- **Service Fee:** fee owed by Buyer to GoDaddy for the Services provided by GoDaddy during the LTO Term, including, but not limited to, renewing the LTO Domain, providing administrative services related to the management of the LTO Domain, forwarding correspondence, etc.

#### **(B) Description of Services.**

The LTO Services are provided to facilitate the buying and selling of currently registered domain names through payments over time, and not the purchase or sale of associated website content.

As Buyer, you agree to purchase the LTO Domain from GoDaddy. During the LTO Term, GoDaddy will make the DNS for the LTO Domain available to Buyer. You are required to deposit the mutually agreed-upon price and Buyer's Service Fee, as established by GoDaddy, as soon as practical after you agree to the purchase price, but in no event later than five (5) business days. At no time will Buyer be able to withdraw those funds or send the funds to another recipient unless the initial transaction is cancelled. You agree that GoDaddy is not responsible for breach of contract based upon a failure to transfer the LTO Domain to Buyer after the first payment is deposited. In the event that GoDaddy is unable to make the LTO Domain Name DNS available to Buyer after the first installment payment, GoDaddy shall return any funds provided by buyer for the purchase of the LTO Domain Name as soon as commercially reasonably possible.

### **(C) Fees and Payment.**

You are responsible for paying the monthly payment related to your LTO Domain plus any applicable Service Fee.

Any commissions may be subtracted from the payment, instalment payment or rental payment and, if these payments are not sufficient, from the subsequent payments. In the event that the domain name is purchased in instalments or rented, the commission subtracted will be limited to the secured instalment or rent payment (e.g.: if the commission is 25%, and the instalment price \$100, the GoDaddy only subtracts \$25 from the payout of the Seller for each instalment.)

### **(D) Your Additional Obligations.**

1. Buyer agrees to use the LTO Domain only in accordance with any applicable laws and/or regulations, and with all duty and care. For the avoidance of doubt, Buyer is prohibited from using the LTO Domain in a manner (as determined by GoDaddy in its sole and absolute discretion) that:
  - a. in breach of any applicable law, statute, or regulation;
  - b. is fraudulent, criminal or unlawful;
  - c. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - d. infringes or breaches the patent, copyright, trademark, trade secret, right of publicity or other intellectual property) rights of any third party;
  - e. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian's permission);
  - f. provides information on any illegal activity (including, but not limited to, instructional information on acquiring or fabricating illegal weapons or drugs,

privacy violations or distributing computer viruses);

- g. publicizes or promotes commercial activities an/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; or
  - h. involves the use, delivery or transmission of any viruses, harmful code, unsolicited emails, Trojan horses or any other computer programming routines that are intended to disrupt, damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
2. Buyer acknowledges and agrees not to engage in any activity with the LTO Domain or using the LTO Services that would decrease the value of the LTO Domain. Such activities include, but are not limited to, the use of aggressive SEO strategies, techniques and tactics that focus only on search engines and not a human audience, and usually does not obey search engines guidelines (black hat SEO), such as keyword stuffing, invisible text, doorway pages, adding unrelated keywords to the page content or page swapping (changing the webpage entirely after it has been ranked by search engines), and the use of the domain name for spam activities.
  3. Buyer may not grant any third party any rights to the LTO Domain, including any right to use the LTO Domain.
  4. Buyer agrees to protect, defend, indemnify and hold harmless GoDaddy and its officers, directors, employees, agents and third party service providers from and against any and all claims, demands, costs, expenses, losses liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by GoDaddy directly or indirectly arising from (i) your use of the LTO Services; (ii) your violation(s) of any provision of this Agreement; and/or (iii) your violation of any third party right, including without limitation any intellectual property or other proprietary right. This indemnification obligation shall survive any termination or expiration of this Agreement or your use of the LTO Services.

#### **E. GoDaddy's Rights.**

1. GoDaddy may terminate your use of the LTO Services for any violation or breach of any of the terms of this Agreement by you. Any such termination will not entitle you to any refund of payments already made to GoDaddy for any LTO Services or Service Fee, and you will lose any and all access to the applicable LTO Domain.
2. If the LTO Services are terminated, GoDaddy reserves the right to sell the LTO Domain to any party, including potential competitors of Buyer. GoDaddy shall have no ongoing obligation to Buyer related to the LTO Domain.

3. The parties acknowledge and agree that the GoDaddy is not a payment provider and that GoDaddy does not make any warranties in that respect. In order to effectuate the transfer of payments, GoDaddy uses the services of a third party payment provider. The terms and conditions of the third party payment provider shall apply to such payments.

## F. Remedies and Right to Cancel.

Without limiting any other remedies available to GoDaddy, if:

- A. You breach this Agreement, or any document incorporated by reference;
- B. GoDaddy determines your actions may pose a risk to GoDaddy or its members;
- C. GoDaddy determines your use of the Services infringes on the intellectual property or legal rights of others.

GoDaddy may immediately:

- i. Warn its members of your actions;
- ii. Place a hold on any pending transactions associated with your account(s);
- iii. Limit funding sources and payments;
- iv. Limit your access to your account(s) or to any functionality of your account(s); or
- v. Indefinitely suspend or close your account(s) and refuse to provide our Services to you.

In addition, GoDaddy reserves the right to hold funds beyond normal distribution periods for transactions it deems suspicious or for account(s) conducting high transaction volumes to ensure integrity of the funds. If GoDaddy closes your account(s), GoDaddy will provide notice and pay you all of the unrestricted funds in your account(s) due to you.



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About GoDaddy

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Help Center

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Resources

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Partner Programs



Account



Shopping



United States - English

USD \$



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Do not share my personal information

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